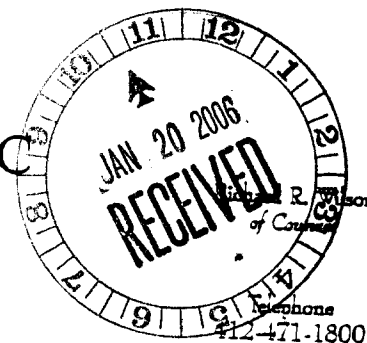


John A. Vuono
William A. Gray
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Law Offices
VUONO & GRAY, LLC

2310 Grant Building
Pittsburgh, PA 15219-2383



2/5607

Facsimile
412-471-4477

January 19, 2006

Re: STB Docket No. AB556 (Sub No. 2X)- Railroad Ventures, Inc. – Abandonment
Between Youngstown, OH and Darlington, PA in Mahoning and Columbiana Counties,
OH and Beaver County, PA

Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

ENTERED
Office of Proceedings

JAN 20 2006

Part of
Public Record


Dear Secretary Williams:

Enclosed please find an original and ten copies of the Response of Railroad Ventures, Inc. to the CCPA/CCPR Claim for Reimbursement in the Amount of \$149,872 to be filed in the above captioned matter.

Please time stamp the copy of this letter for proof of filing and return it to the undersigned in the enclosed self addressed, stamped envelope.

Very truly yours,

VUONO & GRAY, LLC


Richard R. Wilson, Esq.
Attorney for Railroad Ventures, Inc.

RRW/bab

xc: All Parties of Record
Railroad Ventures, Inc.

215607

Before the
SURFACE TRANSPORTATION BOARD

DOCKET NO: AB 556 (Sub No. 2X)

RAILROAD VENTURES, INC. – ABANDONMENT EXEMPTION
BETWEEN YOUNGSTOWN, OH AND DARLINGTON, PA,
IN MAHONING AND COLUMBIANA COUNTIES, OH
AND BEAVER COUNTY, PA

**RESPONSE OF RAILROAD VENTURES, INC. TO THE
CCPA/CCPR CLAIM FOR REIMBURSEMENT IN THE AMOUNT
OF \$149,872**

RICHARD R. WILSON, ESQ.
Attorney for Railroad Ventures, Inc.
Pa. I.D. #25661
Vuono & Gray, L.L.C.
2310 Grant Building
Pittsburgh, PA 15219
(412) 471-1800

Dated: January 19, 2006

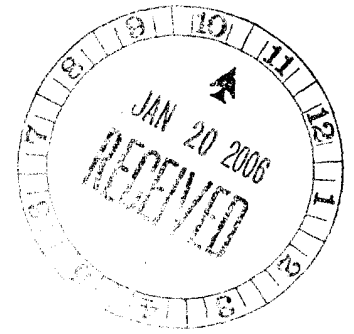
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Before the
SURFACE TRANSPORTATION BOARD



DOCKET NO: AB 556 (Sub No. 2X)

RAILROAD VENTURES, INC. – ABANDONMENT EXEMPTION
BETWEEN YOUNGSTOWN, OH AND DARLINGTON, PA,
IN MAHONING AND COLUMBIANA COUNTIES, OH
AND BEAVER COUNTY, PA

**RESPONSE OF RAILROAD VENTURES, INC. TO THE
CCPA/CCPR CLAIM FOR REIMBURSEMENT IN THE AMOUNT
OF \$149,872**

I. Introduction

By decision dated December 14, 2005 (Served late release December 15, 2005), the Board, *inter alia*, directed RVI to submit a pleading within 20 days of the service date of the decision challenging CCPA/CCPR's claim for reimbursement from the escrow fund for \$149,872 of rehabilitation expenses incurred between January 25, 2001 and November 9, 2001 documented by CCPA/CCPR in its January 2005 Petition for Reconsideration. By letter dated December 20, 2005, RVI requested that the Board grant a 20 day extension of this deadline for filing its challenge to January 23, 2006. By decision dated December 22, 2005 the Board granted RVI's requested extension. Consistent with that order, RVI files this Reply challenging the tentative \$149,872 credit against the \$208,751 refund determined by the Board in its December 14, 2005 Decision.

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Docket No. AB-556 (Sub No. 2X)

**RAILROAD VENTURES, INC. - ABANDONMENT
BETWEEN YOUNGSTOWN, OHIO AND DARLINGTON, PA
IN MAHONING AND COLUMBIANA COUNTIES, OHIO
AND BEAVER COUNTY, PA**

VERIFIED STATEMENT OF GEORGE D. WEHNER, ASA

A. INTRODUCTION

My name is George D. Wehner. I am a private consultant specializing in the areas of railroad track maintenance and railroad real estate and fixed evaluation and appraisal. I am licensed in the State of Ohio as a certified general real estate appraiser and designated as a member of the American Society of Appraisers. As a consultant, I work on behalf of clients developing and completing railroad rehabilitation and other transportation projects. I have testified on behalf of Railroad Ventures, Inc. previously in this proceeding and in that connection I refer the Board to my prior testimony of April 3, 2003 in support of the Reply of Railroad Ventures to the Joint Motion of Columbiana County Port Authority and Central Columbiana and Pennsylvania Railroad Company seeking final closure of the escrow account established by the Board in this proceeding. For purposes of this verified statement, I am referencing and incorporating my prior testimony of April 3, 2003 together with all exhibits appended thereto as though set forth in full in this verified statement.

B. ASSIGNED TASK

My assignment on behalf of Railroad Ventures, Inc. ("RVI") in this Verified Statement is to report on the results of my examination and analysis of the documents attached to the Verified Statement of Tracy Drake submitted to the Board in connection with the CCPA Petition for Reconsideration dated January 3, 2005. Those documents were appended as Attachment B to Mr. Drake's Verified Statement and is attached to my verified statement as Exhibit A. In conducting my examination, I have reviewed the entire Petition for Reconsideration submitted by CCPA/CCPR, RVI's responses to that Petition, and the Board's decision of December 14, 2005 which concluded that based on the invoices in Attachment B totaling \$149,872, those funds appear to have been spent on the repair of damage that was the result of RVI's negligence of the line.

As indicated in my prior testimony, I am quite familiar with the former Y&S line and with the repairs and work undertaken by various line owners including CCPA and CCPR and its contractors in connection with damages which CCPA/CCPR claim were due to RVI's conduct¹. My prior testimony addressed the repairs that were listed by CCPA/CCPR based on the documentation and invoices which they submitted to the STB in January 2003 in accordance with the Board's November 2001 decision. In that phase of this proceeding, CCPA/CCPR clearly identified specific projects, crossings, and line repairs which RVI acknowledged were related to the pave over of crossings, the repair of cut rail at Southern Commerce Park and the performance of weed control and brush cutting to clear the right of way of vegetation growth during the period of RVI's ownership. The primary problem with the expenses previously submitted by CCPA/CCPR in January 2003 for reimbursement from the RVI escrow account was

¹ In addition to the testimony and exhibits contained in my 2003 Verified Statement, I have found additional documentation substantiating the deteriorated conditions on the Y&S line prior to its acquisition by RVI (Exhibit D)

that CCPA/CCPR failed to properly account for and contemporaneously document many of those expenses so as to be able to attribute them to RVI caused damages. CCPA/CCPR also did not follow the competitive bidding requirements established by the Board in its November 2001 decision with respect to certain projects.

In any event, the Board in its December 2004 decision carefully evaluated the various expenses claimed by CCPA/CCPR and concluded that RVI was entitled to a refund of \$217,282. In January 2005, CCPA/CCPR sought reconsideration of that decision and as I read the Board's December 14, 2005 decision it appears that the Board substantially confirmed its prior findings with respect to CCPA/CCPR's non compliance with escrow accounting and competitive bidding requirements, but made adjustments which lowered the refund to \$208,751. However, on Page 10 of the December 14, 2005 decision, the Board agreed to consider an additional \$149,872 in rehabilitation expenditures that had not been submitted to the Board in January 2003, but had been paid by CCPA from grant monies provided by ORDC to CCPA. These expenditures are allegedly documented by the invoices contained in Attachment B to Mr. Drake's verified statement.

C. CCPA/CCPR Defective Documentation

My review of the CCPA/CCPR documents in Exhibit A indicates that they fall into two categories, the first of which comprises \$83,340.74 in CCPR certified employee payroll for the time period March 3, 2001 to September 29, 2001. The second category consists of material and supply costs associated with the "rehabilitation of the railroad" submitted by CCPA to ORDC on October 1, 2001 in the amount of \$66,531.95.

1. Certified Payroll Records

Turning first to the certified payroll records submitted by CCPR to CCPA and then to ORDC, I note that they include wages for Scott Gain, Adam Richter, Karen Gain, Walter Gain, Christopher Jacobs, Adam White and Joseph Johns. However, an examination of the documents submitted in support of these payroll expenses describes them only as "Ohio Rebuild – Mahoney & Columbiana Counties". These payroll reports contain no description of the work performed by these individuals, where these individuals worked, what their job responsibilities were, and what repair projects they were engaged in. Most importantly, there is no indication that any of the payroll expenses incurred during this time period are related to damages caused by RVI during its period of ownership of the rail line. As I noted in my previous testimony and again with respect to these employees, CCPA/CCPR failed to maintain any "force account reports" describing in daily logs when, where and for what projects these employee services were rendered. There are no time sheets allocating particular expenses to specified projects or locations. See Page 27 of my April 3, 2003 Verified Statement. Without such documentation, there is simply no way to audit or conclude that these payroll expenses are related to RVI caused damages or were properly payable from the RVI escrow account. Thus, CCPA/CCPR has once again failed to provide any evidentiary basis on which to establish a nexus between the certified payroll expenses from 3/2001 to 9/29/2001 and particular RVI caused damages. In the absence of such documentation, the Board previously disallowed CCPR overhead expenses for Robin's family members. Accordingly, to be consistent with its prior rulings in this proceeding, the Board must likewise disallow the certified payroll expenses because they cannot be attributed or allocated on any rational basis to RVI caused damages to this rail line during the period of RVI's ownership. In the absence of such documentation, these certified payroll costs cannot be paid from the escrow account. I also note that the Board adjusted RVI's refund to account for administrative overhead

1. Certified Payroll Records

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attributable to publically funded expenditures. These overhead costs include employee salaries so the Board has already addressed CCPA's salary expenses.

2. Material Costs Associated With "Rehabilitation of the Railroad"

With respect to the additional material costs, I have reviewed each of the invoices which were submitted on October 1, 2001 by CCPA to the ORDC for reimbursement. As noted above, these invoices total \$66,531.95 and were presented on a summary sheet submitted by CCPA to ORDC at that time. These funds were paid to U.S. Railway Supply (\$18,633) MTC Vegetation Control (\$5,507.10), Honey Creek Stone (\$2,256.58), Rocal (\$2,656.22), Long Bar (\$7,917.75) 84 Lumber (\$127.14), City Asphalt (31.50), Delta Railroad (\$19,839.80), Spike Industries (\$300), Ohio Track (\$5,86.57), Track Side Mowing (\$500), and Boardman's Supply (\$2,973.29). These various items total \$66,531.95.

On the CCPR September 17, 2001 invoice #1000 submitted to CCPA, CCPR listed \$67,881.91, which was later corrected to \$66,531.95, and added the notation "See Attached invoices". However, when I examined the attached invoices submitted by CCPA to the Board on the STB website document filings, I discovered that there were no underlying invoices for \$18,663 from U.S. Railroad Supply, \$5,507.10 from MGC Vegetation Control and the \$2,256.58 from Honey Creek Stone. Furthermore, there was no invoice for \$127.14 from 84 Lumber nor was there an invoice for \$31.50 from City Asphalt, and no invoices for \$19,839.80 from Delta Railroad. However, cross checking CCPA's January 2003 submission to the STB, I discovered that the \$8,600 Delta Railroad invoice of 9-14-01 was previously submitted by CCPA counsel to the Board in 2003 and has thus already been considered by the Board incident to its December 2004 and December 2005 decisions. In total, of the \$66,531.95 of expenses listed on the summary for material costs, there are no underlying invoices for \$46,395.12 in expenses noted in

CCPA/CCPR's January 2005 Petition for Reconsideration. (including the \$8,600 Delta Railroad invoice dated 9-14-01 submitted to the Board in 2003.)

When I examined the individual invoices for those expenses which were submitted by CCPA/CCPR, I noted that Rocal and Long Bar listed track cross bucks and materials including 100 lbs. 39 foot rail, ties and plates, and track materials but none of these invoices contain any notation indicating where, how or on what project these materials were used. There is no indication that these materials were used to repair "RVI caused damages." Indeed, the notation on the Rocal invoice simply states "no project". When I cross checked this Rocal invoice against invoices submitted to the Board by CCPA counsel in January 2003, I discovered that the Rocal \$2,659.22 Buckeye Crossbucks invoice was also previously submitted to the Board in 2003 and was therefore previously considered by the Board in its prior decisions. For Spike Industries, the \$300 in invoices submitted for track spikes provide no indication as to where these track spikes were installed, if they were. Invoices for Ohio Track show \$2,686.57 were incurred on March 19, 2001 for 137 cross ties. There is no indication where or how these cross ties were used. The only indication of any repair materials which relate to RVI caused damages is the Ohio Track invoice of July 12, 2001 for \$3,100 which indicates that rails in 5 sticks of 100 lbs. in 39 foot lengths, 10 pairs of angle bars and 150 relay cross ties were utilized and delivered for installation to the Miley Road crossing in North Lima, Ohio. This invoice is significant for it shows that CCPR in its dealings with Ohio Track could and did maintain information related to where and for what purpose the materials on that invoice were utilized.

The next item for which an invoice is provided is for Track Side Mowing. This invoice indicates that \$500 was spent to mow 5 miles of right of way on July 21, 2001. (In its prior submission, CCPA/CCPR submitted two invoices dated 9-21 and 9-24-05 for \$4,718.80 and

\$6,836.40 from MGC for weed spraying.) It is evident to me, particularly given that this mowing was undertaken in mid summer, that this work was undertaken to cut grass and weeds that had grown in 2001. Once again, there is no indication of where the 5 miles were or how it was related to RVI's period of ownership. I also reviewed all of the invoices from Boardman Supply which were for various sizes of stone and concrete. In that connection, I also noted that there is an entry for Boardman Supply totaling \$493.36 for which there is no invoice. Once again, there is no indication of where any of this stone or fill material was used. In that connection, I note that the line inventories conducted by Wintrow Construction in early 1997 and confirmed by my own personal observations indicate that long before RVI acquired ownership of this rail line, the line was in serious need of reballasting along its entire length. My testimony in April 2003 describes in detail the deteriorated condition of the former Youngstown and Southern Railroad line and the fact that the line was in dire need of ballast and proper drainage even during the period in which it was operated by Mr. Davis and its previous owner and well before it was acquired by RVI. See also Exhibit D. Thus, to the extent that this stone was used in connection with reballasting sections of the rail line or improving drainage, those conditions are not attributable to RVI's ownership because they predated RVI's acquisition of the rail line.

The documentation produced by CCPR and CCPA in support of these additional material costs in two instances consists of duplicate charges noted above totaling \$11,259.22 (\$8,600.00 + \$2,659.22) already submitted to the Board in 2003. For the remaining material costs (\$66,531.95-\$11,259.22= \$55,272.73), the underlying invoices are missing for \$37,795.12 (\$46,395.12-\$8,600.00) and where there are underlying invoices for \$17,477.61, it is impossible to determine from reviewing those invoices that they are attributable to RVI caused damages. Moreover, I noted that these additional expenses overlap many of the same time periods and the

same vendors for which CCPA and CCPR previously submitted material expense invoices in 2003. I cannot understand why these documents were not submitted for reimbursement from the escrow account by CCPA/CCPR in connection with the Joint Motion Seeking Final Closure of the escrow account in January 2003. Furthermore, given the absence of \$46,395.12 in supporting invoices and the complete absence of any time, job, or project allocation force accounting reports for the certified payroll, I am puzzled by the Board's statement that "having reviewed the documents submitted by CCPA/CCPR in support of the \$149,872 that was spent on work and repairs, we find that these expenditures were for damage that was the result of RVI's negligence of the line." The Board also stated: "CCPA/CCPR appear to have sufficiently documented the cost of these expenditures and that they were needed to repair RVI-caused damage." Except for the Ohio Track invoice for \$3,100, I can find absolutely no factual support for these conclusions in the documents or testimony submitted by CCPA/CCPR to the Board in its Petition for Reconsideration. With the sole exception of the invoice for \$3,100 attributable to the Miley Road crossing project, there is simply nothing in the certified payroll documents or the \$14,377.61 (\$17,477.61-\$3,100.00) invoices supporting the material costs which provides any basis for a factual finding by the Board that those expenditures were for damage that was the result of RVI's negligence of the line. Indeed, in its December 2004 decision and its December 14, 2005 decision, the Board disallowed \$217,282 in escrow account expenditures for many of the same deficiencies which I have identified in this review of the additional \$149,872 of repair expenditures.

Once again, CCPA/CCPR have been uniformly consistent in their failure to provide adequately detailed records from which any conclusions can be drawn that expenditures sought for reimbursement from the escrow account were for damages that were the result of RVI's

negligence of the line. Frankly, it is inconceivable to me that having obtained an escrow fund to pay for such damages, CCPA/CCPR did not undertake normal and consistent cost accounting procedures so that all expenditures could be tracked and attributed for purposes of reimbursement from the escrow account. Having failed to do so, the Board cannot permit CCPA/CCPR to claim generic, undifferentiated line rehabilitation expenditures to be paid from RVI's escrow account. Escrow account expenditure must be based on substantial evidence that each one of these expenditures were incurred for specific RVI caused damages to the line. That was the purpose of the escrow account and the basis for the findings by the Board in its December 14, 2004 decision requiring CCPA to refund \$217,282 to RVI. The same accounting principles and criteria applied by the Board in its December 13, 2004 decision would, in my view, have to be utilized by the Board in connection with the additional \$149,872 of repair expenditures addressed by the Board in its December 14, 2005 decision.

On January 10, 2006, CCPA/CCPR indicated that they had provided RVI and the Board with all relevant documentation regarding how the certified payroll expenses and material costs were utilized in connection with RVI caused damages. As noted above, none of the documentation with the exception of the \$3,100 Miley Road crossing invoice provides any information from which a specific repair project attribution can be made. In light of the obvious deficiencies in CCPA's documentation and lack of underlying invoices which I have identified, I question whether the Board's review of CCPA's documents was undertaken with sufficient thoroughness and attention to detail. Furthermore, one would expect that if CCPA/CCPR had supporting documentation to identify RVI caused damages it would have submitted that evidence in January 2003 or at least in January 2005 as part of its Petition for Reconsideration. Indeed, it is evident to me that the Board has bent over backwards to accommodate and give CCPA/CCPR

every chance and every opportunity to obtain reimbursement of expenses related to RVI caused damages from the escrow account. However, that being said, there is nothing which has been submitted by CCPA/CCPR with the exception of the \$3,100 Miley Road invoice which would support reimbursement of these additional expenses from RVI's escrow account.

C. ORDC GRANT FUNDING POLICIES

As a former track inspector for ORDC and an Ohio Rail consultant, I am also quite familiar in ORDC grant and loan programs and policies. Based on my own personal knowledge of ORDC grant policy, no repayment of ORDC grants by an applicant is required provided grant conditions are met and the assets purchased with grant funds continue to be used for the rail development purposes for which the grant funds were provided.² Thus, if an ORDC grant were awarded for a tie replacement project so long as the ties were purchased, installed and used for their useful life, the grant applicant would not be required to refund any portion of the grant. However, if a rail line were sold or abandoned within several years after a grant funded rehab program, ORDC could exercise various "claw back" terms of the grant to recover a pro rata portion of the grant from the applicant to prevent the division of those grant funds to the applicant through the sale or liquidation of assets acquired with grant funds. See Exhibit B. In the case of a subsequent sale to a railroad purchaser, under Ohio law ORDC could either recover its grant funds from the proceeds of sale paid to the applicant or ORDC could waive the "claw back" provisions of the grant if the railroad purchaser agreed to be subject to the terms of the original grant conditions.

In light of these grant procedures, the Board's concern that Ohio taxpayers will be stuck

² Based on CCPA's October 1, 2001 reimbursement submission to ORDC, it appears that ORDC procedures were not followed by CCPA regarding the purchase of ballast from an ODOT approved quarry. Nor did CCPA provide a certification that American made track bolts or components were used for these repairs. Nor is there any documentation of compliance with ORDC competitive bidding requirements.

with the cost of RVI's "misconduct" is well intentioned, but misplaced. Based on my analysis, RVI will have paid \$166,249 for the crossing and line rehabilitation expenses attributable to its conduct just as the Board intended when the escrow account was established. CCPA should refund the balance of the escrow fund (\$208,751) to RVI because under the terms of the escrow fund, it failed to properly document, account for and/or competitively bid other crossing and line rehabilitation expenses which it knew would be required to justify its use of those escrowed funds from October 2000 onward.

While Mr. Drake's verified statement established that the \$149,872 of expenditures were paid from ORDC grant funds and therefore need not be repaid, the Board should also understand that the ORDC loan of \$2.1 million made to CCPA will not burden Ohio tax payers. On March 5, 2005 and January 12, 2006, ORDC agreed, in conjunction with CCPA and the Ohio Central Railroad System, that ORDC would assign this loan to Ohio Central upon transfer of the line and extend the terms of ORDC's line rehabilitation loan of \$2.1 million to enable the Ohio Central Rail System to seek refinancing of \$1 million of that loan as part of a RRIF loan for multiple Ohio Central Rail System improvements. The balance of the ORDC loan will then be revised and extended to be consistent with revenues generated by the rail line. See March 10, 2005 ORDC Project Briefing and January 12, 2006 ORDC Project Briefing (Exhibit C). These ORDC briefing documents demonstrate that the taxpayers of Ohio will not incur any adverse impact with regard to the repayment of the ORDC loan made to CCPA for general line rehabilitation costs. In the first place, the Board will note that this loan was not approved by ORDC until September 11, 2003, eight months after CCPA/CCPR submitted their escrow fund accounting to the Board for approval and closure. Moreover, that loan is now being extended, refinanced and adjusted in connection with the Ohio Central Railroad Systems' acquisition and operation of the

former Y&S line which has been approved by the Board. These ORDC briefing documents also indicate the magnitude of the capital investment which has been needed to rehabilitate the former Y&S line to FRA Class I status and confirms the 1997 projected rehabilitation estimates for this line which reflect its condition prior to RVI's acquisition.

More to the point, however, \$146,772 of the \$149,872 in grant funds advanced by ORDC to CCPA were used to initiate rehabilitation of 25 years of deferred maintenance on this line which can not be attributed to RVI. That investment will continue to serve the citizens of Ohio through the rehabilitation and sale of this rail line to Ohio Central Railroad for continued railroad use. ORDC is perfectly capable of recovering under Ohio law any grant funds expended by CCPA on this line either from CCPA or Ohio Central under the grant "claw back" provisions, or ORDC may decide, in its discretion, to continue this public investment in the line under Ohio Central's ownership.

In light of these arrangements, the countervailing public interest concerns cited by the Board to justify its decision to allow CCPA to submit the additional \$149,872 in late filed expenses in January 2003 is based on the erroneous conclusion that the monies provided by ORDC were a loan and on an inaccurate or incomplete understanding of ORDC grant funding policies and procedures. In the absence of any adverse impact on Ohio taxpayers or continuing rail service, there is no countervailing public interest concern, and there is no reasonable justification for the Board's decision to consider \$149, 872 of additional expenses late filed by CCPA/CCPR two years after their request for final closure of the escrow account.

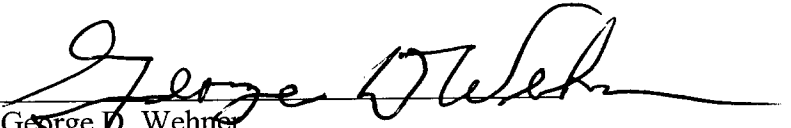
D. CONCLUSION

Based on my examination and analysis of the additional \$149,872 in expenditures for which CCPA/CCPR seeks reimbursement from the RVI escrow account, I conclude that only

\$3,100 of expenditures for the Miley Road crossing can be directly attributable to RVI caused damages and because there is no countervailing public interest concern to permit consideration of late filed evidence, the Board can not allow this late filed \$3,100 invoice to be paid from the escrow account. Accordingly, a refund of \$208,751 plus interest should be paid by CCPA to RVI consistent with the Board's December 2004 and December 14, 2005 decision.

VERIFICATION

I, George D. Wehner, ASA, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Verified Statement.


George D. Wehner

Before the
SURFACE TRANSPORTATION BOARD

Docket No. AB-556 (Sub No. 2X)

RAILROAD VENTURES, INC.-ABANDONMENT EXEMPTION
BETWEEN YOUNGSTOWN, OHIO AND DARLINGTON, PA
IN MAHONING AND COLUMBIANA COUNTIES, OHIO
AND BEAVER COUNTY, PA

VERIFIED STATEMENT OF TRACY V DRAKE

1. My name is Tracy V. Drake. I am the Executive Director/CEO, Columbiana County Port Authority ("CCPA"). My business address is 1250 St. George Street, East Liverpool, Ohio 43920. I further certify that I graduated from the University of Toledo, College of Law and am a licensed attorney in Maryland and the District of Columbia and am qualified and authorized to present this affidavit.

2. CCPA, which is a quasi-public agency organized under the laws of the State of Ohio, has been authorized by the Surface Transportation Board ("Board" or "STB") to acquire a line of railroad, between Darlington, Pennsylvania and Youngstown, Ohio, pursuant to an offer of financial assistance ("OFA") made by CCPA in accord with the provisions of 49 U.S.C. § 10904. The OFA was made to Railroad Ventures, Inc. ("RVI") in the STB's Docket No. AB-556 (Sub No. 2X), *Railroad Ventures, Inc.-Abandonment Exemption-Between Youngstown, OH, and Darlington, PA, in Mahoning and Columbiana Counties, OH, and Beaver County, PA* and FD 33385, *Railroad Ventures, Inc.-Acquisition and Operation Exemption-Youngstown & Southern Railroad Company*. Under the OFA process in the event that CCPA cannot make a go of rail

operation and desires to abandon the line at any time within five years it must make the line available back to RVI.

3. By its Decision, served October 4, 2000, the Board imposed various terms and conditions on the parties, including the requirement that "RVI shall convey to CCPA all land, track, and related material, and property interests covered by our previous order, as clarified here, within 45 days of the date of service of this decision according to the terms of closing stated in this decision." The closing date was thereby set at November 17, 2000. This was the second time that the Board established a closing date. In its January 7, 2000 Decision, the Board had previously ordered that "closing will occur" by April 6, 2000. Had it not been for RVI's continued attempts to thwart transfer of assets months after the Board ordered the sale of the line to CCPA, closing would have occurred in April 2000. Closing did not occur until January 25, 2001.

4. In 1997, when RVI sought authorization from the STB to acquire the line, it filed an affidavit that it would provide rail service. Based upon certain previously undisclosed contracts between RVI and third parties in regard to scrapping the line and developing related real estate that have come to light during the course of the abandonment proceeding, I believe that RVI never intended to provide rail service. *See also*, my paragraph 13 herein and my letter to David Handle, dated December 30, 2004, which is attached as Attachment C. In its October 4, 2000 decision, the Board noted that "RVI's blatant disregard of its common carrier obligation to provide service" was disturbing. And, "[i]n view of RVI's misconduct," it imposed the requirement that \$375,000 of the sale price be placed in an interest-bearing escrow account to "ensure that RVI pays for uncovering and restoring paved-over track and for reconnecting signal

equipment at road crossings.” By letter dated November 17, 2000, RVI insisted that “\$375,000 of the proceeds of sale will be escrowed with Attorney James Davis subject to the requirement that all expenditures of these funds must have the prior written approval of the Ohio Rail Development Authority.” At closing, the \$375,000 was deposited in the escrow account. Despite repeated attempts, CCPA could not thereafter get Attorney Davis to release the funds because of RVI’s opposition and interference.

5. On May 11, 2001, CCPA filed a “Request for Clarification and Order to Cease and Desist from Interference with Reimbursement for Restoration of Paved Over Tracks and Reconnecting Signals.” In its May 11 Petition, CCPA had asked the Board to enter an order which would specify the following: “That RVI will be afforded 15 days within which to identify any specific repair/restoration project(s) it considers not covered by the escrow provision and that CCPA be afforded 10 days to respond to that submission. Expeditious consideration of such submissions would serve to facilitate completion of restoration of the line ...”

6. On that same date, RVI filed suit in the Northern District of Ohio against CCPA, its Executive Director, CCPR, the Ohio Rail Development Commission (“ORDC”) and its Executive Director and Commissioners. By its Complaint, RVI sought to

restrain and enjoin Defendants, and all those acting in concert with them, from further asserting, assessing, levying or collecting from Plaintiff any costs associated with, or related to, the restoration of at grade crossings or the reconnection of signal facilities at those at grade crossings in Mahoning County and Columbiana County, Ohio which exceed the restoration or reconnection costs directed by the federal Surface Transportation Board.

7. This collateral attack on the Board's Orders was ultimately rejected by the District Court in an unpublished opinion dated August 13, 2001. *See Railroad Ventures, Inc. v. Columbiana County Port Authority*, Case No. 4:01 CV 1164, August 13, 2001. As a result of this frivolous action, CCPA incurred legal fees in the amount of \$17,886.72. I mention this because David Handel, RVI's President, during a telephone conversation of January 29, 1997, threatened me by stating "that they have ten times more money than we can muster for legal fees to prolong the fight in order to see that the shippers eventually go away from the rail line." *See Attachment A hereto*. The Board's *December 2004 Decision* appears to reward RVI for its tenacity in prolonging the fight over the escrow account.

8. Rejecting CCPA's May 11, 2001 proposal that would have provided a structured methodology for expenditures from the escrow account, the Board, in a Decision served November 9, 2001 (the *November 2001 Decision*), instead ordered Attorney Davis, the original escrow agent, to transfer all funds in the escrow account to CCPA. CCPA was ordered to establish a separate escrow account with the proceeds that were transferred to it by Mr. Davis. As the Board recognized in its *November 2001 Decision*, CCPA's filing was necessitated by RVI's refusal to cooperate with the escrow agent, CCPA and Central Columbiana & Pennsylvania Railway, Inc. ("CCPR"), which is under contract with CCPA to operate the line and thereby assist in the economic development of the region. At my urging, CCPR had commenced making repairs immediately after closing in order to satisfy the statutory common-carrier obligation. However, even after completion of specific projects that would have qualified for use of escrow funds, no funds had been disbursed from the escrow account by the date that

CCPA filed its petition in May 2001. As the Board later found, "We ordered the establishment of the escrow account so that an independent manager would conserve the account's assets, ensure timely payment of funds to CCPA, and surrender any unused funds to RVI after the repairs were made. RVI's position and actions regarding the escrow account have not furthered these goals, but rather have frustrated the orderly administration of these funds and have prevented disbursement of funds from the account for legitimate expenditures that were meant to be covered by the fund."

9. In the *November 2001 Decision*, the Board ordered CCPA to keep account of all funds expended for repairs and to complete all repairs within 270 days of the effective date of its decision. Most importantly, from my understanding of the obligation imposed upon CCPA for expenditure of the escrow funds, the Board stated that funds expended in accordance with its order "*shall be subject to challenge by RVI or its affiliates only for fraud*" (emphasis added). Moreover, the Board specifically ordered that "*CCPA shall be held harmless*" (emphasis added).

10. Consistent with the Board's Order, CCPA kept account of all funds expended for repairs that were required as a result of RVI's failure to keep the line operational. Had CCPA realized that the Board in December 2004 would retroactively alter this standard by shifting the burden of proof so as to obliterate its prior order that CCPA "*shall be held harmless*," CCPA would not have agreed to assume responsibility for payments from the escrow account.

11. It was and is my interpretation that the Board wanted to put an immediate end to RVI's ability to interfere with necessary repairs and the reimbursement process. While CCPA would be required to account for the funds after the repairs were made, RVI

was not to have any say, much less a veto, over any repairs. The keeping of account of the funds did not require CCPA to perform an audit of CCPR's books and records before releasing payments. In fact, the Board's *November 2001* Decision lacked any specific requirements to guide CCPA in releasing funds from the escrow account other than the deadline of 270 days to complete the repairs thereunder. This was made clear by the Board's rejection of CCPA's May 11, 2001 proposal. See ¶ 5 *supra*.

12. On August 1, 2002, the United States Court of Appeals for the Sixth Circuit issued its decision in *Railroad Ventures, Inc. v. Surface Transportation Board*, 299 F.3d 523 (6th Cir. 2002) ("*RVI I*"). By its decision, the Sixth Circuit affirmed multiple Decisions of the Board which compelled RVI to transfer ownership of the line of railroad to CCPA. In addition, the Sixth Circuit found that "[c]onsidering RVI's conduct since acquiring the rail line, the STB, quite wisely, required an escrow of funds to repair the damage to the track done with RVI's authorization." *RVI I* at 560. The Court also recognized (*id.* at 547) that "[i]n view of RVI's interference with the administration of the escrow fund," that it had been necessary for the STB to modify the terms of the escrow account so as to eliminate RVI's ability to interfere further.

13. In the 9-month period between the date that CCPA finally acquired ownership of the line on January 25, 2001 and November 9, 2001, when the Board issued its *November 2001* Decision, giving CCPA access to the escrow funds, various repairs were made to the line that should have been covered by the escrow account. Due solely to RVI's intransigent refusal to allow the Board's orders to work, CCPA was required to draw down funds to pay for repairs from a grant from the Ohio Rail Development Commission. The initial repairs, which totaled \$149,872.69, are supported by the

invoices that are attached hereto. *See Attachment B.* All of these repairs involved work that was done prior to November 9, 2001 and should have been covered by the escrow account. CCPR did not assess any overhead against the invoices that were forwarded to ORDC.

14. Because these repairs should have been covered by the escrow account, the overhead involved is eligible for payment from the escrow account. Otherwise, RVI would completely avoid its responsibility for these repairs contrary to the Board's prior reasoning when it established the escrow account.

15. In its *December 2004* Decision, the Board has stated that CCPA was required to solicit competitive bids before authorizing any repairs. I have read the Board's *November 2001* Decision and have not been able to ascertain any requirement that CCPA obtain competitive bids before authorizing payment from the escrow account.

16. I am aware that CCPR requested oral bids for repair projects and encouraged them to get three such quotes whenever possible. As CCPA's rail repair expert, I relied on CCPR's engineering estimates to reflect an industry standard repair cost. I also discussed these estimates with ORDC and PaDOT to confirm reasonableness. Based upon my ongoing discussions with CCPR, when bids came in lower than their own estimates, it was an acknowledgement, as far as I was concerned, that the public interest was being served. It is my further understanding that, in order to ensure payment from the escrow account, CCPR had to complete all repairs by August 8, 2002. Given the pressing need that existed in mid-2002 to get the entire line operational, the lack of any requirement for submission of written bids and because time was of the essence, I viewed these remaining repairs to be emergency in nature. As a result, CCPA would not have

required CCPR to publish written requests for bids. Instead, consistent with general public procurement law standards, CCPA would have allowed bids to be solicited in person or over the phone for the repairs to several crossings in Pennsylvania, including both the Old State Route 51 and the Cannellton Road crossings. I should add that prior to becoming CCPA's Executive Director, I was involved in public procurement for over nine years as an Assistant Attorney General for the State of Maryland and Counsel to the Maryland Port Administration and am very well acquainted with governing procurement standards and practices.

17. After the repairs were completed, CCPA authorized payment for them. The fact that the bids accepted were below the bids that CCPR obtained from its corporate affiliate proved that Ohio Track's winning bids were competitive. This in itself was not surprising in that Ohio Track had certain competitive advantages, primarily due to the fact that it is a local company. These factors also served to validate Ohio Track's bids, which was the only issue that was relevant.


18. That CCPR's corporate affiliate may have submitted bids that turned out to be higher for that work than the low bidder does not constitute fraud. Nor would the fact that CCPR later submitted written copies of their bids to confirm their earlier bids constitute fraud. If CCPR's corporate affiliate had submitted a bid higher than industry standards and higher than another bidder, which was then accepted by CCPA, that might be considered inappropriate, unless it was the only bid submitted.

19. I also authorized payment of administrative overhead based on advice given to me by counsel and an economic consultant with years of experience in the rail industry. I was at all times aware that the owners of CCPR, Tim, Daniel, Bill and

Michael Robbins, were actively engaged in getting the line repaired so that rail service could be restored. It is my opinion, which was based on the afore-mentioned advice, that there was nothing to suggest fraud and that the allocations of time were reasonable and accurate. Because CCPA was not required to perform an audit, but rather to keep account of all expenditures, I relied on those allocations with the understanding, based on the Board's *November 2001 Decision*, that CCPA shall be held harmless if it kept account of all expenditures from the escrow account. I am not aware of any allegation that CCPA failed to keep account of all such expenditures.

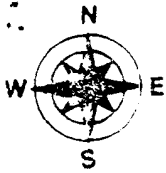
FURTHER SAYETH THE AFFIANT NOT.

I, Tracy V. Drake, Executive Director/CEO, Columbiana County Port Authority, declare under penalty of perjury that the foregoing is true and correct. Executed on January 3, 2005.



Tracy V. Drake

ATTACHMENT B



Columbiana County Port Authority

1250 St. George Street, East Liverpool, Ohio 43920
(330) 386-9051 • FAX (330) 386-1122

October 1, 2001

Susan Jenkins, Property Manager
Ohio Rail Development Commission
50 West Broad Street
Suite 1510
Columbus, OH 43215

VIA FAX
614-728-4520

RE: ORDC Grant 2000-03 – Invoice #1

Dear Ms. Jenkins:

Please find attached invoice #1 in the amount of \$66,531.95 for costs associated with the rehabilitation of the railroad.

Yours truly,

Tracy V. Drake
Executive Director

TVD/sls

Attachments

u/s/01 from

DEPT
001769 DOT 1776

VOUCHER FUND DATE WARRANT NO. AMOUNT PAID
V1940701 103001 4336919 \$***66,531.95 73 25-217
440
A



JIM PETRO

AUDITOR OF STATE, STATE OF OHIO
Columbus, Ohio 43216-1140

TO THE TREASURER OF STATE FROM

CONSOLIDATED WARRANT FUND - (GRF)

** VOID AFTER **
01/31/2002

PAY

PORT AUTHORITY FOR
COLUMBIANA COUNTY
1250 ST GEORGE ST
EAST LIVERPOOL

OH 43920

AMOUNT

\$***66,531.95

AUDITOR
OF STATE

⑈006653195⑈ ⑆044002174⑆501011043369193073⑈

THE SECURITY FEATURES ON THIS DOCUMENT ARE: FLUORESCENT FIBERS, MICRO PRINTING, LAID LINES, AND A WATERMARK. THE CHECK IS PRINTED IN BLUE INK.

Columbiana County Port Authority

1250 St. George Street
East Liverpool Ohio 43920

Invoice

DATE	INVOICE #
10/1/2001	ORDC #1-01

BILL TO

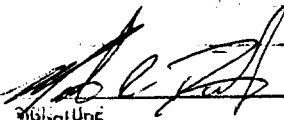
Ohio Rail Development Commission
50 West Broad Street
Suite 1510
Columbus OH 43215

DESCRIPTION

AMOUNT

Costs Associated with Rehabilitation of CC&PR Railway

66,531.95


Signature

TITLE

10-17-01

Thank you for your help.

Total

\$66,531.95

US RAILWAY SUPPLY	\$9,045.50		
	\$7,351.50		
	\$846.00		
	\$1,390.00		
			\$18,633.00
MGC Vegetation Control	\$5,507.10		\$5,507.10
HONEY CREEK STONE	\$1,398.34		
	\$858.24		
			\$2,256.58
ROCAL			\$2,659.22
LONG BAR	\$140.00		
	\$1,500.00		
	\$1,607.75		
	\$2,305.00		
	\$90.00		
	\$2,275.00		
			\$7,917.75
84 LUMBER			\$127.14
CITY ASPHALT			\$31.50
DELTA RAILROAD	\$11,239.80		
	\$8,600.00		
			\$19,839.80
SPIKE INDUSTRIES	\$150.00		
	\$90.00		
	\$60.00		
			\$300.00
OHIO TRACK	\$2,686.57		
	\$3,100.00		
			\$5,786.57
TRACK SIDE MOWING			\$500.00
BOARDMAN SUPPLY	\$70.40	\$10.20	\$2,973.29
	\$154.00	\$22.00	
	\$54.60	\$15.40	
	\$23.10	\$20.20	
	\$182.63	\$38.70	
	\$62.00	\$651.00	
	\$30.00	\$493.36	
	\$72.40	\$395.08	
	\$36.00	\$399.56	
	\$51.00	\$14.00	
	\$113.82	\$10.08	
	\$14.00	\$22.96	
	\$8.40	\$8.40	
subtotal	\$872.35	\$2,100.94	
	TOTAL INVOICES		\$66,531.95

Columbiana County Port Authority

1250 St. George Street
East Liverpool Ohio 43920

Invoice

DATE	INVOICE #
10/1/2001	ORDC #1-01

BILL TO

Ohio Rail Development Commission
50 West Broad Street
Suite 1510
Columbus OH 43215

DESCRIPTION	AMOUNT
Costs Associated with Rehabilitation of CC&PR Railway	66,531.95
<i>Paid</i>	
Thank you for your help.	Total \$66,531.95



Columbiana County Port Authority

1250 St. George Street, East Liverpool, Ohio 43920
(330) 386-9051 • FAX (330) 386-1122

October 1, 2001

Susan Jenkins, Property Manager
Ohio Rail Development Commission
50 West Broad Street
Suite 1510
Columbus, OH 43215

VIA FAX
614-728-4520

RE: ORDC Grant 2000-03 – Invoice #1

Dear Ms. Jenkins:

Please find attached invoice #1 in the amount of \$66,531.95 for costs associated with the rehabilitation of the railroad.

Yours truly,

Tracy V. Drake
Executive Director

TVD/sls

Attachments

Columbiana County Police Authority

1250 St. George Street
East Liverpool Ohio 43920

Invoice

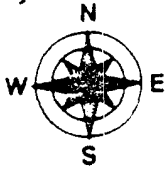
DATE	INVOICE #
10/1/2001	ORDC #1-01

BILL TO

Ohio Rail Development Commission
50 West Broad Street
Suite 1510
Columbus OH 43215

DESCRIPTION	AMOUNT
Costs Associated with Rehabilitation of CC&PR Railway	66,531.95
Thank you for your help.	Total \$66,531.95

US RAILWAY SUPPLY	9,045.50		
	7,351.50		
	\$846.00		
	\$1,390.00		
			\$18,633.00
MGC Vegetation Control	\$5,507.10		\$5,507.10
HONEY CREEK STONE	\$1,398.34		
	\$858.24		
			\$2,256.58
ROCAL			\$2,659.22
LONG BAR	\$140.00		
	\$1,500.00		
	\$1,607.75		
	\$2,305.00		
	\$90.00		
	\$2,275.00		
			\$7,917.75
84 LUMBER			\$127.14
CITY ASPHALT			\$31.50
DELTA RAILROAD	\$11,239.80		
	\$8,600.00		
			\$19,839.80
SPIKE INDUSTRIES	\$150.00		
	\$90.00		
	\$60.00		
			\$300.00
OHIO TRACK	\$2,686.57		
	\$3,100.00		
			\$5,786.57
TRACK SIDE MOWING			\$500.00
BOARDMAN SUPPLY	\$70.40	\$10.20	\$2,973.29
	\$154.00	\$22.00	
	\$54.60	\$15.40	
	\$23.10	\$20.20	
	\$182.63	\$38.70	
	\$62.00	\$651.00	
	\$30.00	\$493.36	
	\$72.40	\$395.08	
	\$36.00	\$399.56	
	\$51.00	\$14.00	
	\$113.82	\$10.08	
	\$14.00	\$22.96	
	\$8.40	\$8.40	
subtotal	\$872.35	\$2,100.94	
	TOTAL INVOICES		\$66,531.95



Columbiana County Port Authority

1250 St. George Street, East Liverpool, Ohio 43920
(330) 386-9051 • FAX (330) 386-1122

October 1, 2001

Susan Jenkins, Property Manager
Ohio Rail Development Commission
50 West Broad Street
Suite 1510
Columbus, OH 43215

VIA FAX
614-728-4520

614-
728-4520

RE: ORDC Grant 2000-03 -- Invoice #1

Dear Ms. Jenkins:

Please find attached invoice #1 in the amount of \$67,881.91 for costs associated with the rehabilitation of the railroad.

*This was
corrected
RHS*

Yours truly,

Tracy V. Drake

Tracy V. Drake
Executive Director

TVD/sls

Attachments

COPY

Columbiana County Port Authority

1250 St. George Street
East Liverpool Ohio 43920

Invoice

DATE	INVOICE #
10/1/2001	ORDC #1-01

BILL TO

Ohio Rail Development Commission

DESCRIPTION	AMOUNT
Costs Associated with Rehabilitation of CC&PR Railway	67,881.91
Thank you for your help.	Total \$67,881.91

CENTRAL COLUMBIANA & PENNSYLVANIA RAILWAY

**148 East Park Ave.
Columbiana, OH 44408
Phone: (330)482-0772
Fax: (330)482-0260**

September 17, 2001

COLUMBIANA COUNTY PORT AUTHORITY
1250 ST. GEORGE STREET
EAST LIVERPOOL OH 43920

INVOICE 1000

COSTS ASSOCIATED WITH THE REHABILITATION OF
CENTRAL COLUMBIANA AND PENNSYLVANIA RAILWAY \$67,881.91

SEE ATTACHED INVOICES

PLEASE REMIT TO:

CENTRAL COLUMBIANA & PENNSYLVANIA RAILWAY
4416 SOUTH ARKANSAS
RUSSELLVILLE AR 72802

US RAILWAY SUPPLY	\$9,045.50		
	7,351.50		
	\$846.00		
	\$1,390.00		
			\$18,633.00
MGC Vegetation Control	\$5,507.10		\$5,507.10
HONEY CREEK STONE	\$1,398.34		
	\$858.24		
			\$2,256.58
ROCAL			\$2,659.22
LONG BAR	\$140.00		
	\$1,500.00		
	\$1,607.75		
	\$2,305.00		
	\$90.00		
	\$2,275.00		
			\$7,917.75
84 LUMBER			\$127.14
CITY ASPHALT			\$31.50
DELTA RAILROAD	\$11,239.80		
	\$8,600.00		
			\$19,839.80
SPIKE INDUSTRIES	\$1,500.00 150.00		
	\$90.00		
	\$60.00		
			\$1,650.00
OHIO TRACK	\$2,686.57		
	\$3,100.00		
			\$5,786.57
TRACK SIDE MOWING			\$500.00
BOARDMAN SUPPLY	\$70.40	\$10.20	\$2,973.25
	\$154.00	\$22.00	
	\$54.60	\$15.40	
	\$23.10	\$20.20	
	\$182.63	\$38.70	
	\$62.00	\$651.00	
	\$30.00	\$493.32	493.32
	\$72.40	\$395.08	
	\$36.00	\$399.56	
	\$51.00	\$14.00	
	\$113.82	\$10.08	
	\$14.00	\$22.96	
	\$8.40	\$8.40	
subtotal	\$872.35	\$2,100.90	
	TOTAL INVOICES		\$67,881.91

*** SUCCESSFUL TX REPORT ***

10-01-01 16:24

ID:330 3861122
CC PORT AUTHORITY

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ID No.	-----	16147284520
RESOLUTION	-----	STANDARD
TOTAL PAGE	-----	04
MACHINE ENGAGED	-----	02'01
INFORMATION	-----	OK
ERROR PAGE	-----	



Columbiana County Port Authority

1250 St. George Street, East Liverpool, Ohio 43920
(330) 386-9051 • FAX (330) 386-1122

October 1, 2001

Susan Jenkins, Property Manager
Ohio Rail Development Commission
50 West Broad Street
Suite 1510
Columbus, OH 43215

VIA FAX
614-728-4520

RE: ORDC Grant 2000-03 - Invoice #1

Dear Ms. Jenkins:

Please find attached invoice #1 in the amount of \$67,881.91 for costs associated with the rehabilitation of the railroad.

Yours truly,

Tracy V. Drake
Tracy V. Drake
Executive Director

TVD/sls

Attachments

CENTRAL COLUMBIANA & PENNSYLVANIA RAILWAY

**148 East Park Ave.
Columbiana, OH 44408
Phone: (330)482-0772
Fax: (330)482-0260**

September 17, 2001

COLUMBIANA COUNTY PORT AUTHORITY
1250 ST. GEORGE STREET
EAST LIVERPOOL OH 43920

INVOICE 1000

COSTS ASSOCIATED WITH THE REHABILITATION OF
CENTRAL COLUMBIANA AND PENNSYLVANIA RAILWAY \$67,881.91

SEE ATTACHED INVOICES

PLEASE REMIT TO:

CENTRAL COLUMBIANA & PENNSYLVANIA RAILWAY
4416 SOUTH ARKANSAS
RUSSELLVILLE AR 72802

6074

US RAILWAY SUPPLY	\$9,045.50		
	\$7,351.50		
	\$846.00		
	\$1,390.00		
			\$18,633.00
MGC Vegetation Control	\$5,507.10		\$5,507.10
HONEY CREEK STONE	\$1,398.34		
	\$858.24		
			\$2,256.58
ROCAL			\$2,659.22
LONG BAR	\$140.00		
	\$1,500.00		
	\$1,607.75		
	\$2,305.00		
	\$90.00		
	\$2,275.00		
			\$7,917.75
84 LUMBER			\$127.14
CITY ASPHALT			\$31.50
DELTA RAILROAD	\$11,239.80		
	\$8,600.00		
			\$19,839.80
SPIKE INDUSTRIES	\$1,500.00		
	\$90.00		
	\$60.00		
			\$1,650.00
OHIO TRACK	\$2,686.57		
	\$3,100.00		
			\$5,786.57
TRACK SIDE MOWING			\$500.00
BOARDMAN SUPPLY	\$70.40	\$10.20	\$2,973.25
	\$154.00	\$22.00	
	\$54.60	\$15.40	
	\$23.10	\$20.20	
	\$182.63	\$38.70	
	\$62.00	\$651.00	
	\$30.00	\$493.32	
	\$72.40	\$395.08	
	\$36.00	\$399.56	
	\$51.00	\$14.00	
	\$113.82	\$10.08	
	\$14.00	\$22.96	
	\$8.40	\$8.40	
subtotal	\$872.35	\$2,100.90	
	TOTAL INVOICES		\$67,881.91

SPIKE INDUSTRIES, INC.

P.O. BOX 189

330/758-2772

NORTH LIMA, OHIO 44452

No. 15874

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Central Columbiana & PA RR
4416 S. Arkansas Ave
Russellville, AR 72802

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DATE SHIPPED 5/30/01	YOUR ORDER NO. Verbal/Bud	OUR ORDER NO. 12006	F.O.B. POINT Alliance, OH	CARRIER CPU	INVOICE DATE 5/30/01
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TERMS: 1/2 of 1%, 10 DAYS; NET 30 DAYS

QUANTITY SHIPPED	DESCRIPTION	WEIGHT/POUNDS	PRICE PER KEG	AMOUNT DUE
5	(HALVES) RAILROAD TRACK SPIKES - 5/8" x 6" - AREA 6-12-01	500#	\$30.00	\$ 150.00
PAY THIS AMOUNT →				\$ 150.00

ORIGINAL INVOICE

SPIKE INDUSTRIES, INC.

No. 15827

P.O. BOX 239

330/758-2772

NORTH LIMA, OHIO 44452

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OCentral Columbiana & Pa RR
c/o D&R Railroad
4416 S. Arkansas Avenue
Russellville, AR 72802S
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DATE SHIPPED	YOUR ORDER NO.	OUR ORDER NO.	F.O.B. POINT	CARRIER	INVOICE DATE
4/25/01	Verbal/Bud	11944	Alliance, OH	CPU	4/25/01

TERMS: 1/2 of 1%, 10 DAYS; NET 30 DAYS

QUANTITY SHIPPED	DESCRIPTION	WEIGHT/POUNDS	PRICE PER KEG	AMOUNT DUE
	(HALVES) RAILROAD TRACK SPIKES - 5/8" x 6"	300#	\$30.00	\$ 90.00

621-0205

PAY THIS AMOUNT →

\$ 90.00

ORIGINAL INVOICE

SPIKE INDUSTRIES, INC.

No. 15785

P.O. BOX 289

330/758-2772

NORTH LIMA, OHIO 44452

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Central Columbiana & PA RR
c/o D&R Railroad
4416 S. Arkansas Avenue
Russellville, AR 72802

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DATE SHIPPED 3/23/01	YOUR ORDER NO. Verbal/Bud	OUR ORDER NO. 11872	F.O.B. POINT Alliance, OH	CARRIER CPU	INVOICE DATE 3/23/01
-------------------------	------------------------------	------------------------	------------------------------	----------------	-------------------------

TERMS: 1/2 of 1%, 10 DAYS; NET 30 DAYS

QUANTITY SHIPPED	DESCRIPTION	WEIGHT/POUNDS	PRICE PER KEG	AMOUNT DUE
	(HALVES) RAILROAD TRACK SPIKES - 5/8" x 6"	100#	\$30.00	\$ 60.00

OK
AJ

Banner
Rebuilt

PAY THIS AMOUNT → \$ 60.00

ORIGINAL INVOICE

OHIO TRACK, INC.

Track Construction ♦ Design ♦ Maintenance

P.O. Box #3027
Youngstown, Ohio 44511
Email: JackArnett@OhioTrack.com

Phone (330) 782-2223
Fax (330) 782-2108

INVOICE NO.

00-0029

March 19, 2001

Central Columbian & Pennsylvania Railway
4416 South Arkansas
Russellville, Arkansas 72802

Re: Invoice for New Crossties

Attn: Mr. W.J. "Bud" Gane

Dear Mr. Gane:

Please consider this as our invoice for the following railroad crossties as follows:

- * Furnished 137 each new 6"x8"x8'-6" creosoted crossties @ \$19.61 each.

AMOUNT REQUESTED THIS INVOICE \$ 2,686.57

We wish to thank you for allowing us the opportunity of working with your company on this project. If you have any questions, please contact me at #330-782-2223.

Very Truly Yours,
OHIO TRACK, INC.

JACK C. ARNETT
General Manager

JCA/sks

420-01

OHIO TRACK, INC.

Track Construction ♦ Design ♦ Maintenance

P.O. Box #3027
Youngstown, Ohio 44511
Email: JackArnett@OhioTrack.com

Phone (330) 782-2223
Fax (330) 782-2108

INVOICE NO.

01-0066

July 12, 2001

Central Columbiana & Pennsylvania Railway
148 East Park Avenue.
Columbiana, Ohio 44408

Re: Invoice for Railroad Track Materials

Attn: Mr. W.J. "Bud" Gane

Dear Mr. Gane:

Please consider this as our invoice for the following railroad track materials delivered to Miley Road, North Lima, Ohio project as follows:

5 STICKS - RELAY 100# R.A. RAILS - 39' LENGTHS.

10 PAIR - RELAY 100# R.A. ANGLE BARS.

150 EACH - RELAY CROSSTIES.

AMOUNT REQUESTED THIS INVOICE \$3,100.00

We wish to thank you for allowing us the opportunity of working with your company on this project., If you have any questions, please contact me at #330-782-2223.

Very Truly Yours,
OHIO TRACK, INC.

JACK C. ARNETT
General Manager

JCA/sks

621-0300

Materials distributed and used

Track Side Mowing
Norm Groner
7215 W. Ridge Road
Elyria, Ohio 44035
Phone 440-324-3208

Date July 21,
2007

INVOICE

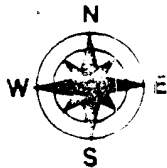
To: CENTRAL COLUMBIANA +
PENNSYLVANIA RAILWAY

For mowing 5 miles
of track. \$1500 00

TOTAL 500 00

Thank you for your business.

Norm Groner



Columbiana County Port Authority

1250 St. George Street, East Liverpool, Ohio 43920
(330) 386-9051 • FAX (330) 386-1122

CC&PA

November 8, 2001

Susan Jenkins, Property Manager
Ohio Rail Development Commission
50 West Broad Street
Suite 1510
Columbus, OH 43215

VIA FEDEX

RE: ORDC Grant 2000-03 – Invoice 1A


Dear ^{Susan} Ms. Jenkins:

This letter follows up on our phone conversation of Thursday, November 8, 2001. The Port Authority sent you Invoice #1 for \$66,531.95 on October 1, 2001. This was for a job being performed under Grant #2000-03. This Invoice #1 was for materials only.

We are now submitting with this letter a second invoice for \$83,340.74. This Invoice #1A is for the amount paid to workers at prevailing wage to install the materials and do the work associated with the first invoice. Attached is the certified payroll.

If you have any questions, please give me a call.

Yours truly,


Tracy V. Drake
Executive Director

TVD/sls

cc: Bud Gane, CC&PA, Ohio
Dan Robbins, CC&PA, Arkansas

Attachments

Columbiana County t Authority

1250 St. George Street
East Liverpool Ohio 43920

Invoice

DATE	INVOICE #
11/8/2001	ORDC-#1A

BILL TO

Ohio Rail Development Commission
50 West Broad Street
Suite 1510
Columbus OH 43215

DESCRIPTION	AMOUNT
Certified Payroll (related to Invoice #1)	83,340.74
<i>12-10-01 # from ORDC Warrant # 4427584</i>	
Copies of original billings are attached	Total \$83,340.74

Central Columbiana & Pennsylvania Railway

Certified Payrolls - 2/26/01 through 9/29/01

Total Payroll \$83,340.74

Certified Payroll Report Summary

week ending	Scott Gane			Adam Richter			Caron Gane			Walter Gane			Christopher Jacobs			Adam J. White			Joseph Johns		
	reg	ot	gross	reg	ot	gross	reg	ot	gross	reg	ot	gross	reg	ot	gross	reg	ot	gross	reg	ot	gross
3/3/2001	8	0	103.12	0	0	0.00	8	0	103.12	8	0	115.84	0	0	0.00	4	30	1053.50	4	30	916.30
3/10/2001	16	4	283.60	0	0	0.00	14	2	219.14	16	4	318.56	0	0	0.00	40	14.5	1327.63	40	14.5	1154.73
3/17/2001	40	19	883.06	40	19	883.06	40	19	883.06	40	19	991.88	3	0	38.67	40	33.5	1940.38	40	33.5	1687.68
3/24/2001	32	13	663.90	40	32	1134.48	40	32	1134.48	40	32	1274.24	0	0	0.00	40	34	1956.50	40	34	1701.70
3/31/2001	32	2.5	460.83	32	1.5	441.49	32	7.5	557.53	32	7.5	626.26	0	0	0.00	29	0	623.50	29	0	542.30
4/7/2001	24	2	348.04	24	2	206.24	16	0	206.24	24	2	390.96	0	0	0.00	0	0	0.00	0	0	0.00
4/14/2001	32	1	431.82	32	1	431.82	32	1	431.82	32	1	485.08	0	0	0.00	0	0	0.00	0	0	0.00
4/21/2001	40	5.5	621.97	40	5.5	621.97	40	5.5	615.60	40	5.5	698.66	0	0	0.00	0	0	0.00	0	0	0.00
4/28/2001	40	8	670.32	40	8	670.32	40	8	670.32	40	8	752.96	0	0	0.00	0	0	0.00	0	0	0.00
5/5/2001	40	5	612.30	40	5	612.30	40	5	612.30	40	5	687.80	0	0	0.00	0	0	0.00	0	0	0.00
5/12/2001	40	8.5	679.99	40	8.5	679.99	40	8.5	679.99	40	8.5	763.82	0	0	0.00	0	0	0.00	0	0	0.00
5/19/2001	40	8	670.32	40	8	670.32	40	9	688.66	40	9	774.68	0	0	0.00	0	0	0.00	0	0	0.00
5/26/2001	40	12	747.68	40	8	670.32	40	11	728.34	40	12	839.84	0	0	0.00	0	0	0.00	0	0	0.00
6/2/2001	32	3	470.50	32	3	470.50	24	3	367.38	24	3	412.68	0	0	0.00	0	0	0.00	0	0	0.00
6/9/2001	38	0.5	499.49	38	0.5	499.49	38	0.5	499.49	38	0.5	561.10	0	0	0.00	0	0	0.00	0	0	0.00
6/16/2001	38	3.5	557.51	38	3.5	557.51	38	3.5	557.51	38	3.5	626.26	0	0	0.00	0	0	0.00	0	0	0.00
6/23/2001	40	2	554.28	40	2	554.26	37	3.5	544.62	37	3.5	611.78	0	0	0.00	0	0	0.00	0	0	0.00
6/30/2001	40	0.5	525.27	40	0.5	525.27	35	0	451.15	35	0	506.80	0	0	0.00	0	0	0.00	0	0	0.00
7/7/2001	32	11.5	634.89	32	11.5	634.89	30	11	599.44	29	11.5	669.70	0	0	0.00	0	0	0.00	0	0	0.00
7/14/2001	40	6	631.64	40	6	631.64	38	3.5	557.51	37	6	666.08	0	0	0.00	0	0	0.00	0	0	0.00
7/21/2001	32	0	412.48	32	0	412.48	32	1.5	441.49	32	1.5	495.94	0	0	0.00	0	0	0.00	0	0	0.00
7/28/2001	32	3	470.50	40	4.5	602.63	30	3	444.72	38	4.5	647.98	0	0	0.00	0	0	0.00	0	0	0.00
8/4/2001	34	0	438.26	28	0	360.92	34	0.5	447.93	34	0	492.32	0	0	0.00	0	0	0.00	0	0	0.00
8/11/2001	41	2.5	576.84	36	0	464.04	38	0.5	447.93	38	0.5	561.10	0	0	0.00	0	0	0.00	0	0	0.00
8/18/2001	37.5	9.5	667.11	37.5	9.5	667.11	38	10.5	692.89	38	10.5	778.30	0	0	0.00	0	0	0.00	0	0	0.00
8/25/2001	40	11.5	738.01	40	11.5	738.01	36	4.5	551.07	36	11	760.20	0	0	0.00	0	0	0.00	0	0	0.00
9/1/2001	40	8.5	679.99	40	8.5	679.99	32	4.5	499.51	32	4.5	561.10	0	0	0.00	0	0	0.00	0	0	0.00
9/8/2001	40	2	554.28	40	2	554.28	38	2.5	538.17	38	2.5	604.54	0	0	0.00	0	0	0.00	0	0	0.00
9/15/2001	40	6	631.64	40	0	515.60	37	1	496.27	38	1	571.96	0	0	0.00	0	0	0.00	0	0	0.00
9/22/2001	40	4	592.96	40	4	592.96	36	3.5	531.73	36	3.5	597.30	6.5	0	83.79	0	0	0.00	0	0	0.00
9/29/2001	40	0	515.60	40	0	515.60	33	0	425.37	30	0	434.40	3	0	38.67	0	0	0.00	0	0	0.00
prevailing	1101	162.5	17328.20	1082	165.5	17141.29	1042	160	16525.78	1060	181	19280.12	12.5	0	161.13	153	112	6901.51	153	112	6002.71
as paid	9.00	13.50	12098.25	9.00	13.50	11967.75	9.00	13.50	11538.00	14.42	14.42	17895.22	10.00	15.00	125.00	21.50	32.25	6901.50	18.70	28.05	6002.70
paid difference			5229.95			5173.54			4987.78			1384.90			36.13			0.01			0.01

as → C4# 1092
 C4# 1093
 C4# 1094
 C4# 1095
 C4# 1096

83340.74

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY															
Central Columbiana & Pennsylvania RVW 148 East Park Ave Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority															
check if subcontractor		week ending 3/3/2001		PAYROLL#		PROJECT NUMBER															
Employee name, address and sex	work class	hours worked - day & date							project total hrs	base rate	project gross	page 1 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid	
		S	M	T	W	TH	F	S				Fringes: cash	cash app plans	Pens	Vac						App
Scott Gane 889 N. Market St. Apt 3 Lisbon OH 44432	OT								0	19.34	103.12	17.92		13.28			16	175.12	43.78	38.10	93.24
278-84-4938								8	8	12.89											
Adam Richler 663 Calla Rd Poland OH 44514	OT								0	19.34	0.00	0.00		0.00					0.00	0.00	
282-90-5080									0	12.89											
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT								0	19.34	103.12	17.92		13.28			16	175.12	45.53	0.69	128.90
278-88-3358								8	8	12.89											
Walter Gane 426 Morris Rd Lisbon OH 41432	OT								0	21.72		17.92		13.28			40	625.00	168.75	0.69	455.56
272-52-3972								8	8	14.48	115.84										
Christopher Jacobs 3280 Diamond Rd Scio OH 43988	OT								0	19.34	0.00	0.00		0.00			8	80.00	17.60	0.00	62.40
129-50-8451								0	0	12.89	0.00										

Date 3/12/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President Signature [Signature]

Walter Gane, backhoe operator, all others trackmen

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY															
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority															
check if subcontractor	week ending	3/3/2001		PAYROLL#		PROJECT NUMBER															
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 2 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid	
		S	M	T	W	TH	F	S				Fringes: H&W	cash app. Plans	Pens	Vac						App
Adam J. White 5380 Mill Creek Rd. Russellville AR 72802	OT								30	32.25	1053.50	76.16		56.44			68.5	1693.13	609.53	38.10	1045.50
432-67-7220	ST							4	21.50												
Joseph B. Johns 210 West J Street Russellville AR 72801	OT								4	18.70	916.30	76.16		56.44			68.5	1472.63	515.42	52.83	904.38
431-67-3136	ST							4	28.05												
	OT								0		0.00	0.00		0.00							
	ST								0		0.00	0.00		0.00							
	OT								0		0.00	0.00		0.00							
	ST								0		0.00	0.00		0.00							
	OT								0		0.00	0.00		0.00							
	ST								0		0.00	0.00		0.00							

Date 10/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U S Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature

[Signature]

EMPLOYER'S NAME AND ADDRESS
Central Columbiana & Pennsylvania RW

GENERAL/PRIME CONTRACTOR

PROJECT NAME & LOCATION

CONTRACTING PUBLIC AUTHORITY
Columbiana County Port Authority

Columbiana, Ohio 44408

[illegible]

PAYROLL#	
----------	--


PROJECT NUMBER	PROJECT NAME	PROJECT TYPE	PROJECT STATUS	PROJECT START DATE	PROJECT END DATE	PROJECT BUDGET	PROJECT COST	PROJECT PROFIT	PROJECT RISK	PROJECT COMPLETION DATE
1	Project A	Software Development	In Progress	2023-01-01	2023-06-30	\$1,000,000	\$800,000	\$200,000	High	2023-06-30
2	Project B	Hardware Development	On Hold	2023-02-01	2023-08-31	\$500,000	\$450,000	\$50,000	Medium	2023-08-31
3	Project C	Marketing Campaign	Completed	2023-03-01	2023-05-31	\$200,000	\$180,000	\$20,000	Low	2023-05-31
4	Project D	Research & Development	Planned	2023-07-01	2023-12-31	\$300,000	\$0	\$0	Medium	2023-12-31
5	Project E	Infrastructure Upgrade	In Progress	2023-04-01	2023-09-30	\$700,000	\$600,000	\$100,000	High	2023-09-30
6	Project F	Customer Support System	On Hold	2023-05-01	2023-10-31	\$400,000	\$350,000	\$50,000	Medium	2023-10-31
7	Project G	Product Launch	Completed	2023-06-01	2023-07-31	\$150,000	\$130,000	\$20,000	Low	2023-07-31
8	Project H	IT Security Audit	Planned	2023-08-01	2023-11-30	\$100,000	\$0	\$0	Medium	2023-11-30
9	Project I	Employee Training Program	In Progress	2023-09-01	2023-12-31	\$80,000	\$70,000	\$10,000	Low	2023-12-31
10	Project J	Website Redesign	On Hold	2023-10-01	2024-01-31	\$120,000	\$100,000	\$20,000	Medium	2024-01-31

page 3 of 36

[illegible]

DATE 1/14/14 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the final wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President

SIGNATURE 

Timothy Robbins, President

Signature

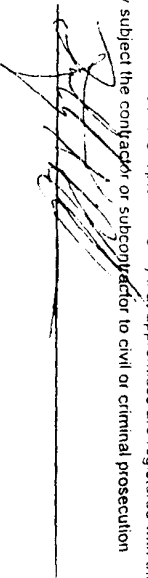
CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania RV 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor <input type="checkbox"/>		week ending		#####		PAYROLL#														
Employee name, address and ssn		work class	hours worked - day & date				project total hrs													
			S	M	T	W	TH	F	S	base rate	project gross	Fringes: cash app. Plans cash & app plans		Total Hours All Jobs		Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid	
			11	12	13	14	15	16	17											
Scott Gane 89 N. Market St. Apt 3 Lisbon OH 44432		OT		2	3	1	1	2	10	19	19.34	883.06	132.16	97.94		59	883.06	220.77	38.10	624.20
278-84-4938		ST		8	8	8	8	8		40	12.89									
Adam Richler 663 Calla Rd Poland OH 44514		OT		2	3	1	1	2	10	19	19.34	883.06	132.16	97.94		59	883.06	229.60	2.06	651.40
282-90-5080		ST		8	8	8	8	8		40	12.89									
Caron Gane 42676 Morris F'd Lisbon OH 44432		OT		2	3	1	1	2	10	19	19.34	883.06	132.16	97.94		59	883.06	229.60	0.69	652.77
278-68-3358		ST		8	8	8	8	8		40	12.89									
Walter Gane 426 Morris Rd Lisbon OH 44432		OT		2	3	1	1	2	10	19	21.72	991.88	132.16	97.94		59	991.88	267.81	0.69	723.38
272-52-3972		ST		8	8	8	8	8		40	14.48									
Christopher Jacobs 9280 Diamond Rd Scio OH 43988		OT								0	19.34		6.72	4.98						
29-50-8451		ST		3						3	12.89	38.67				3	39.67	8.73	0.00	30.94

Date 10/25/14 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U S Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY																	
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority																	
check if subcontractor	week ending	#####		PAYROLL#		PROJECT NUMBER																	
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 6 of 36			PROJECT NUMBER								
		S	M	T	W	TH	F	S				Fringes: cash	app. Plans	Pens	Vac	App	Other	Total Hours	Total Gross	Taxes With	Other deducts	Net Paid	
		11	12	13	14	15	16	17				H&W											
Adam J. White 5380 Mill Creek Rd. Russellville AR 72802			5	3.5	3	3	4	12	33.5	32.25	1940.38	164.64			122.01			54.5	1940.38	698.54	38.10	1203.74	
Joseph B. Johns 210 West J Street Russellville AR 72801			8	8	8	8	8		40	21.50	1687.68	164.64			122.01			54.5	1687.68	590.69	52.83	1044.16	
431-67-3136									0		0.00	0.00			0.00								
									0		0.00	0.00			0.00								
									0		0.00	0.00			0.00								
									0		0.00	0.00			0.00								
									0		0.00	0.00			0.00								

at 12/2/19 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President Signature [Signature]

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY																
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority																
check if subcontractor		week ending 3/24/2001		PAYROLL#		PROJECT NUMBER																
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 7 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid		
		S	M	T	W	TH	F	S				Fringes: cash	app. Plans	Pens	Vac						App	Other
Scott Gane 89 N. Market St. Apt 3 Lisbon OH 44432	OT			2	3	2		3	3	13	19.34		100.80		74.70			53	735.90	183.98	38.10	513.83
278-84-4938	ST			8	8	8		8		32	12.89	663.90										
Adam Richler 663 Calla Rd Poland OH 44514	OT		1	2	3	2		11	11	32	19.34		161.28		119.52			72	1134.48	294.96	2.06	837.46
282-90-5080	ST		8	8	8	8				40	12.89	1134.48										
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT		1	2	3	2		11	11	32	19.34		161.28		119.52			72	1134.48	294.96	0.69	838.83
278-68-3358	ST		8	8	8	8				40	12.89	1134.48										
Walter Gane 426 Morris Rd Lisbon OH 44432	OT		1	2	3	2		11	11	32	21.72		161.28		119.52			72	1274.24	344.04	0.69	929.51
272-52-3972	ST		8	8	8	8				40	14.48	1274.24										
Christopher Jacobs 9280 Diamond Rd Scio OH 43988	OT									0	19.34		0.00		0.00				0.00	0.00	0.00	
129-50-8451	ST									0	12.89	0.00							0.00	0.00	0.00	

Date 10/23/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President Signature [Signature]

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania RV 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor	week ending	#####		PAYROLL#		PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 8 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid
		S	M	T	W	TH	F	S				Fringes: cash app. Plans cash & app plans	H&W	Pens	Vac					
Adam J. White 380 Mill Creek Rd. Russellville AR 72802	OT	18	19	20	21	22	23	24	34	32.25	1956.50	165.76	122.84			54.5	1956.50	704.34	38.10	1214.06
Joseph B. Johns 210 West J. Street Russellville AR 72801	ST			8	8	8	8		40	21.50	1701.70	165.76	122.84			54.5	1701.70	595.60	52.83	1053.28
431-67-3136	OT								0		0.00	0.00	0.00							
	ST								0		0.00	0.00	0.00							
	OT								0		0.00	0.00	0.00							
	ST								0		0.00	0.00	0.00							
	OT								0		0.00	0.00	0.00							
	ST								0		0.00	0.00	0.00							

Date 10/25/21 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the final wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U S Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor, subcontractor, civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President Signature [Signature]

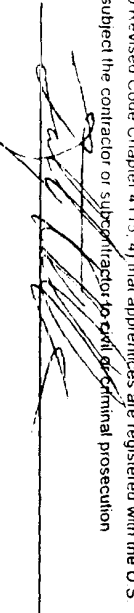
CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor		week ending 3/31/2001		PAYROLL#		PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	Fringes: cash				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid
		S	M	T	W	TH	F	S				H&W	Pens	Vac	App					
Scott Gane 89 N. Market St. Apt 3 Lisbon OH 44432	OT	25							2.5	19.34	460.83	77.28		57.27		42.5	532.83	133.21	38.10	361.52
Adam Richier 663 Calla Rd Poland OH 44514	OT			8	8	8	8		32	12.89	441.49	75.04		55.61		41.5	513.49	133.51	2.06	377.92
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT								7.5	19.34	557.53	88.48		65.57		47.5	629.53	163.68	0.69	465.16
Walter Gane 426 Morris Rd Lisbon OH 44432	OT			8	8	8			32	12.89	626.26	88.48		65.57		47.5	741.62	200.24	0.69	540.69
Christopher Jacobs 9280 Diamond Rd. Scio OH 43988	OT								0	19.34	0.00	0.00		0.00			0.00	0.00	0.00	
129-50-8451	ST								0	12.89	0.00	0.00		0.00			0.00	0.00	0.00	

Date 4/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U S Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

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CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY																	
Central Columbiana & Pennsylvania RV 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority																	
check if subcontractor		week ending		PAYROLL#		PROJECT NUMBER																	
Employee name, address and ssn		work class	hours worked - day & date							project total hrs	base rate	project gross	Fringes: cash app. Plans cash & app plans			Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid			
			S	M	T	W	TH	F	S				H&W	Pens	Vac	App	Other						
Adam J. White 5380 Mill Creek Rd. Russellville AR 72802		OT	25	26	27	28	29	30	31	0	32.25	623.50	64.96		48.14				54.5	822.40	296.06	38.10	488.24
Joseph B. Johns 210 West J Street Russellville AR 72801		OT								0	28.05	542.30	64.96		48.14				54.5	715.30	250.36	52.83	412.12
431-67-3136		OT								0	18.70	0.00	0.00		0.00								
		ST								0		0.00	0.00		0.00								
		OT								0		0.00	0.00		0.00								
		ST								0		0.00	0.00		0.00								
		OT								0		0.00	0.00		0.00								
		ST								0		0.00	0.00		0.00								
		OT								0		0.00	0.00		0.00								
		ST								0		0.00	0.00		0.00								

I, Timothy Robbins, My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U.S. Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY													
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority													
check if subcontractor	week ending	4/7/2001		PAYROLL#		PROJECT NUMBER													
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	Fringes: cash			Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid
		S	M	T	W	TH	F	S				app. Plans	Pens	Vac					
Scott Gane 389 N. Market St. Apt 3 Lisbon OH 44432	OT							2	19.34	348.04	58.24		43.16		44.5	525.79	131.45	38.10	356.24
278-84-4938	ST			8	8			24	12.89										
Adam Ritchie 663 Calla Rd Poland OH 44514	OT						2		19.34	58.24		43.16		44.5	525.79	136.71	2.06	387.02	
282-90-5080	ST			8	8			24	12.89	348.04									
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT							0	19.34		35.84		26.56		34	368.24	95.74	0.69	271.81
278-68-3358	ST			8	8			16	12.89	206.24									
Walter Gane 426 Morris Rd Lisbon OH 44432	OT						2		21.72		58.24		43.16		45	664.94	179.53	0.69	484.72
272-52-3972	ST			8	8			24	14.48	390.96									
Christopher Jacobs 9280 Diamond Rd. Scioto OH 43988	OT							0	19.34		0.00		0.00			0.00	0.00	0.00	0.00
129-50-8451	ST							0	12.89	0.00									

Date 10/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President Signature [Signature]

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor		week ending 4/14/2001		PAYROLL#		PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	Fringes: cash app. Plans cash & app plans				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid
		S	M	T	W	TH	F	S				H&W	Pens	Vac	App					
Scott Gane 989 N. Market St. Apt 3 Lisbon OH 44432	OT					1			1	19.34	431.82	73.92	54.78			41	503.82	125.96	38.10	339.77
Adam Richter 663 Calla Rd Poland OH 44514	OT					1			1	19.34	431.82	73.92	54.78			41	503.82	130.99	2.06	370.77
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT					1			1	19.34	431.82	73.92	54.78			41	503.82	130.99	0.69	372.14
Walter Gane 426 Morris Rd Lisbon OH 44432	OT					1			1	21.72	485.08	73.92	54.78			41	600.44	162.12	0.69	437.63
Christopher Jacobs 9280 Diamond Rd Scioto OH 43988	OT								0	19.34	0.00	0.00	0.00				0.00	0.00	0.00	0.00
129-50-8451	ST								0	12.89	0.00									

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NAME AND TITLE

Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY																			
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild. Mahoney & Columbiana counties		Columbiana County Port Authority																			
check if subcontractor		week ending 4/21/2001		PAYROLL#		PROJECT NUMBER																			
Employee name, address and ssn	work class	hours worked - day & date										project total hrs	base rate	project gross	Fringes: cash					Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid	
		S	M	T	W	TH	F	S	H&W	Pens	Vac				App	Other									
Scott Gane 889 N Market St. Apt 3 Lisbon OH 44432	OT					1.5	2	2				5.5	19.34	621.97	101.92		75.53				45.5	621.97	155.49	38.10	428.38
Adam Richter 663 Calla Rd Poland OH 44514	OT					1.5	2	2				5.5	19.34	621.97	101.92		75.53			45.5	621.97	161.71	2.06	458.20	
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT											0	19.34		89.60		66.40			40	515.60	134.06	0.69	380.85	
Walter Gane 426 Morris Rd Lisbon OH 44432	OT					8	8	8				40	12.89	515.60											
Christopher Jr. Jans 9280 Diamond Rd Scho OH 43988	OT					8	8	8				40	14.48	698.66	101.92		75.53			45.5	698.66	188.64	0.69	509.33	
129-50-8451	ST											0	12.89	0.00	0.00		0.00				0.00	0.00	0.00	0.00	

Date 4/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U S Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

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CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY															
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority															
check if subcontractor		week ending 4/28/2001		PAYROLL#		PROJECT NUMBER															
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 14 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid	
		S	M	T	W	TH	F	S				Fringes: cash app. Plans cash & app plans	H&W	Pens	Vac						App
Scott Gane 889 N. Market St. Apt 3 Lisbon OH 44432	OT			2	2	2	2		8	19.34	670.32	107.52		79.68			48	670.32	167.58	38.10	464.64
278-44-4938	ST	22	23	24	25	26	27	28		12.89											
Adam Richier 663 Calla Rd Poland OH 44514	OT			2	2	2	2		8	19.34	670.32	107.52		79.68			48	670.32	174.28	2.06	493.98
282-90-5080	ST			8	8	8	8		40	12.89											
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT			2	2	2	2		8	19.34	670.32	107.52		79.68			48.5	677.07	176.04	0.69	500.34
278-68-3358	ST			8	8	8	8		40	12.89											
Walter Gane 426 Morris Rd Lisbon OH 44432	OT			2	2	2	2		8	21.72	752.96	107.52		79.68			49	767.38	207.19	0.69	559.50
272-52-3972	ST			8	8	8	8		40	14.48											
Christopher Jacobs 9280 Diamond Rd. Selo OH 43988	OT								0	19.34	0.00	0.00		0.00				0.00	0.00	0.00	
129-50-8451	ST								0	12.89	0.00										

Date 4/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U S Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution

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Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania RV 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority														
Check if subcontractor		week ending 5/5/2001		PAYROLL#		PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	Fringes: cash app. Plans cash & app plans				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid
		S	M	T	W	TH	F	S				H&W	Pens	Vac	App					
Scott Gane 389 N. Market St. Apt 3 Lisbon OH 44432	OT				1		2	2	5	19.34	612.30	100.80	74.70			45	612.30	153.08	38.10	421.13
278-84-4938	ST			8	8	8	8		40	12.89	612.30					45	612.30	159.20	2.06	451.04
Adam Richter 663 Calla Rd Poland OH 44514	OT				1		2	2	5	19.34	612.30	100.80	74.70			45	612.30	159.20	2.06	451.04
282-90-5080	ST			8	8	8	8		40	12.89	612.30					45	612.30	159.20	0.69	452.41
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT				1		2	2	5	19.34	612.30	100.80	74.70			45	612.30	159.20	0.69	452.41
278-88-3358	ST			8	8	8	8		40	12.89	612.30					45	612.30	159.20	0.69	452.41
Walter Gane 426 Morris Rd Lisbon OH 44432	OT				1		2	2	5	21.72	687.80	100.80	74.70			45	687.80	185.71	0.69	501.40
272-52-3972	ST			8	8	8	8		40	14.48	687.80					45	687.80	185.71	0.69	501.40
Christopher Jacobs 9280 Diamond Rd Scio OH 43988	OT								0	19.34	0.00	0.00	0.00				0.00	0.00	0.00	0.00
129-50-8451	ST								0	12.89	0.00						0.00	0.00	0.00	0.00

page 15 of 36

Date 5/5/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

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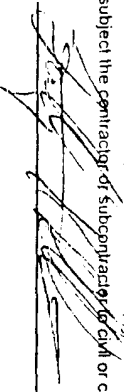
CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY																
Central Columbiana & Pennsylvania RV 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority																
check if subcontractor		week ending 5/12/2001		PAYROLL#		PROJECT NUMBER																
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 16 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid		
		S	M	T	W	TH	F	S				Fringes: cash app. Plans cash & app plans	HAW	Pens	Vac						App	Other
Scott Gane 69 N. Market St Apt 3 Lisbon OH 44432	OT			2	1	0.5	1	4		8.5	19.34	679.99	108.64	80.51				48.5	679.99	170.00	38.10	471.89
278-84-4838	ST	4	8	8	8	8	4		40	12.89												
Adam Richter 663 Calla Rd Poland OH 44514	OT			2	1	0.5	1	4		8.5	19.34	679.99	108.64	80.51				48.5	679.99	176.80	2.06	501.13
282-90-5080	ST	4	8	8	8	8	4		40	12.89												
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT			2	1	0.5	1	4		8.5	19.34	679.99	108.64	80.51				48.5	679.99	176.80	0.69	502.50
278-68-3358	ST	4	8	8	8	8	4		40	12.89												
Walter Gane 426 Morris Rd Lisbon OH 44432	OT			2	1	0.5	1	4		8.5	21.72	763.82	108.64	80.51				48.5	763.82	206.23	0.69	556.90
272-52-3972	ST	4	8	8	8	8	4		40	14.48												
Christopher Jacobs 9280 Diamond Rd Scio OH 43988	OT									19.34												
29-50-8451	ST								0	12.89		0.00	0.00	0.00				0.00	0.00	0.00	0.00	

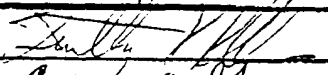
Date 5/12/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President

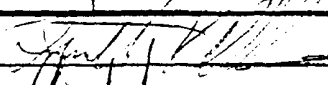
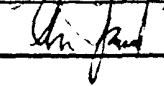
Signature



PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name: OHIO REBUILD		Job Number:	
Contractor:			
Project Location: MAHONING & COLUMBIANA COUNTIES			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name: CARON A. GANE	
Street:		Street: 42676 MORRIS RD.	
City:		City: LISBON	
State / Zip:		State / Zip: OHIO 44432	
Phone:		Phone: (330) 424-3558	
<p>You will be performing work on this project that falls under those classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
LABORER	16.79	3.90	12.89
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature: 		Date: 2/26/01	
Employee's Signature: Caron A. Gane		Date: 2-26-01	

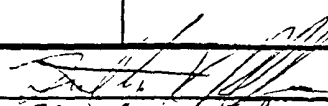
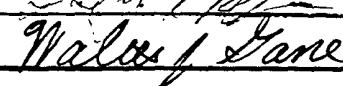
PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name: OHIO REBUILD		Job Number:	
Contractor:			
Project Location: MAHONING & COLUMBIANA COUNTIES			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name: CHRIS JACOBS	
Street:		Street: 9280 DIAMOND RD	
City:		City: SCIO	
State / Zip:		State / Zip: OHIO 43988	
Phone:		Phone: (740) 945-0316	
<p>You will be performing work on this project that falls under those classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
LABORER	16.79	3.90	12.89
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature: 		Date: 2/26/01	
Employee's Signature: 		Date: 2/26/01	

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name: <u>OHIO REBUILD</u>		Job Number:	
Contractor: <u>Central Columbiana & Pennsylvania Railway</u>			
Project Location: <u>Mahoney and Columbiana Counties</u>			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name: <u>Adam J. White</u>	
Street:		Street: <u>5380 Mill Creek Rd</u>	
City:		City: <u>Russellville</u>	
State / Zip:		State / Zip: <u>AR 72802</u>	
Phone:		Phone: <u>501-293-4037</u>	
You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
<u>Trackman</u>	<u>25.40</u>	<u>3.90</u>	<u>21.50</u>
Hourly fringe benefits paid on your behalf by this company:			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature: <u>[Signature]</u>		Date: <u>02/26/01</u>	
Employee's Signature: <u>[Signature]</u>		Date: <u>02/26/01</u>	

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name: OHIO REBUILD		Job Number:																																					
Contractor:																																							
Project Location: MAHONING & COLUMBIANA COUNTIES																																							
Jobsite posting of prevailing wage rates located:																																							
Prevailing Wage Coordinator		Employee																																					
Name:		Name: WALTER J. GANE																																					
Street:		Street: 42676 MORRIS RD																																					
City:		City: LISBON																																					
State / Zip:		State / Zip: OHIO 44432																																					
Phone:		Phone: (330) 424-3558																																					
<p>You will be performing work on this project that falls under those classifications. You will be paid the appropriate rate for the type of work you are performing.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Classification</th> <th style="width: 20%;">Prevailing Wage Rate Total Package</th> <th style="width: 20%;">Minus Your Fringe Benefits</th> <th style="width: 25%;">Your Hourly Base Rate</th> </tr> </thead> <tbody> <tr> <td>SUPERVISOR</td> <td style="text-align: center;">18.32</td> <td style="text-align: center;">3.90</td> <td style="text-align: center;">14.42</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate	SUPERVISOR	18.32	3.90	14.42																												
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate																																				
SUPERVISOR	18.32	3.90	14.42																																				
Hourly fringe benefits paid on your behalf by this company.																																							
Fringe	Amount	Fringe	Amount																																				
Health Insurance		Health Insurance																																					
Life Insurance		Holiday																																					
Pension		Sick Pay																																					
Bonus		Training																																					
Other		TOTAL HOURLY FRINGES																																					
Contractor's Signature: 		Date: 2/26/01																																					
Employee's Signature: 		Date: 2/26/01																																					

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY													
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority													
check if subcontractor	week ending	5/19/2001		PAYROLL#		PROJECT NUMBER													
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 17 of 36			Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid
		S	M	T	W	TH	F	S				HA	W	P					
Scott Gane 389 N. Market St. Apt 3 Lisbon OH 44432	OT			1		1	0.5	5.5	8	19.34	670.32	107.52	79.68		49	683.82	170.96	38.10	474.77
278-84-4938	ST			8		8	8	8	40	12.89									
Adam Richter 663 Calla Rd Poland OH 44514	OT			1		1	0.5	5.5	8	19.34	670.32	107.52	79.68		49	683.82	177.79	2.06	503.97
282-90-5080	ST			8		8	8	8	40	12.89									
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT			1		1	0.5	6.5	9	19.34	689.66	109.76	81.34		49	689.66	179.31	0.69	509.66
278-68-3358	ST			8		8	8	8	40	12.89									
Waller Gane 426 Morris Rd Lisbon OH 44432	OT			1		1	0.5	6.5	9	21.72	774.68	109.76	81.34		50	789.14	213.07	0.69	575.38
272-52-3972	ST			8		8	8	8	40	14.48									
Christopher Jacobs 9280 Diamond Rd. Scioto OH 43988	OT								0	19.34	0.00	0.00	0.00			0.00	0.00	0.00	0.00
129-50-8451	ST								0	12.89	0.00								

Date 5/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

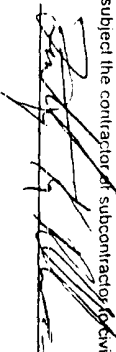
EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor		week ending	5/26/2001		PAYROLL#	PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 18 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid
		S	M	T	W	TH	F	S				Fringes: cash app. Plans cash & app plans	Pens	Vac	App					
Scott Gane 389 N. Market St. Apt 3 Lisbon OH 44432	OT								12	19.34	747.68	116.48	86.32			52	747.68	186.92	38.10	522.66
278-84-4938	ST								40	12.89										
Adam Richler 663 Calla Rd Poland OH 44514	OT								8	19.34	107.52	79.68			48	670.32	174.28	2.06	493.98	
282-90-5080	ST								40	12.89										
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT								11	19.34	114.24	84.66			51	728.34	189.37	0.69	538.28	
278-68-3358	ST								40	12.89										
Walter Gane 426 Morris Rd Lisbon OH 44432	OT								12	21.72	116.48	86.32			0.52	839.84	226.76	0.69	612.39	
272-52-3972	ST								40	14.48										
Christopher Jacobs 9280 Diamond Rd Sci OH 43988	OT								0	19.34	0.00	0.00			8	80.00	17.60	0.00	62.40	
129-50-8451	ST								0	12.89	0.00									

Date 5/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor of subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania R/W 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor		week ending 6/2/2001		PAYROLL#		PROJECT NUMBER														
Employee name, address and ssn		work class	hours worked - day & date			project total hrs	base rate	project gross	page 19 of 36			Fringes: cash app. Plans cash & app plans		Total Hours All Jobs		Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid	
			S	M	T	W	TH	F	S											
			27	28	29	30	31	1	2											
Toot Gane 39 N. Market St. Apt 3 Lisbon OH 44432		OT				3				3	19.34	470.50	78.40	58.10		43	542.50	135.63	38.10	368.78
2278-84-4938		ST			8	8	8	8		32	12.89					43				
Adam Richier 663 Calla Rd Poland OH 44514		OT				3				3	19.34	470.50	78.40	58.10		43	542.50	141.05	2.06	399.39
262-90-5080		ST			8	8	8	8		32	12.89					43				
Caron Gane 42676 Morris Rd Lisbon OH 44432		OT				3				3	19.34	367.38	60.48	44.82		43	511.38	132.96	0.69	377.73
2278-68-3358		ST			8	8		8		24	12.89					43				
Walter Gane 426 Morris Rd Lisbon OH 44432		OT				3				3	21.72	412.68	60.48	44.82		45	708.24	191.22	0.69	516.33
272-52-3972		ST			8	8		8		24	14.48					45				
Christopher Jacobs 9280 Diamond Rd. Scho OH 43988		OT								0	19.34	0.00	0.00	0.00						
39-50-8451		ST								0	12.89	0.00						0.00	0.00	

Date 10/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbia & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor		week ending 6/9/2001		PAYROLL#		PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 20 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid
		S	M	T	W	TH	F	S				Fringes: cash app. Plans cash & app plans	Pens	Vac	App					
Scott Gane 889 N Market St Apt 3 Lisbon OH 44432	OT	3	4	5	6	7	8	9	0.5	19.34	499.49	86.24	63.91			42.5	544.49	136.12	38.10	370.27
278-84-4938	ST								38	12.89										
Adam Richter 663 Calla Rd Poland OH 44514	OT						0.5		0.5	19.34	499.49	86.24	63.91			42.5	544.49	141.57	2.06	400.86
282-90-5080	ST								38	12.89										
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT						0.5		0.5	19.34	499.49	86.24	63.91			41	524.24	136.30	0.69	387.25
278-68-3358	ST								38	12.89										
Walter Gane 426 Morris Rd Lisbon OH 44432	OT						0.5		0.5	21.72	561.10	86.24	63.91			44	640.41	172.91	0.69	466.81
272-52-3972	ST								38	14.48										
Christopher Jacobs 9280 Diamond Rd. Scio OH 43989	OT								0	19.34	0.00	0.00	0.00					0.00	0.00	0.00
129-50-8451	ST								0	12.89	0.00									

Date 6/15/01 My signature on this form signifies that I pay or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY	
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority	
check if subcontractor		week ending 6/16/2001		PAYROLL#		PROJECT NUMBER	
Employee name, address and ssn		work class		hours worked - day & date		page 21 of 36	
				S M T W TH F S		Total Hours All Jobs	
				10 11 12 13 14 15 16		Total Gross All Jobs	
				project total hrs		Taxes w/H	
				base rate		Other deducts	
				project gross		Net Paid	
				Fringes: cash app. Plans cash & app plans			
				H&W Pens Vac App Other			
				Total Hours All Jobs		Total Gross All Jobs	
				Taxes w/H		Other deducts	
				Net Paid			

Scott Gane 889 N Market St. Apt 3 Lisbon OH 44432	OT									3.5	19.34	557.51	92.96	68.89			45	595.76	148.94	38.10	408.72
278-84-4938	ST									38	12.89										
Adam Richter 663 Calla Rd Poland OH 44514	OT										19.34	557.51	92.96	68.89			45	595.76	154.90	2.06	438.80
282-90-5080	ST									38	12.89										
Caion Gane 42676 Morris Rd Lisbon OH 44432	OT										19.34		92.96	68.89			45.5	602.51	156.65	0.69	445.17
278-68-3358	ST									38	12.89	557.51									
Walter Gane 426 Morris Rd Lisbon OH 44432	OT										21.72		92.96	68.89			47	705.57	190.50	0.69	514.38
272-52-3972	ST									38	14.48	626.26									
Christopher Jacobs 9280 Diamond Rd. Scio OH 43988	OT										19.34	0.00	0.00	0.00					0.00	0.00	
29-50-8451	ST									0	12.89	0.00									

Date 6/25/01 My signature on this form signifies that I pay or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4315; 4) that apprentices are registered with the U S Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President


Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor		week ending 6/23/2001		PAYROLL#		PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 22 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid
		S	M	T	W	TH	F	S				Fringes: cash app. Plans cash & app plans	Pens	Vac	App					
Scott Gane 189 N. Market St. Apt 3 Lisbon OH 44432	OT								2	19.34	554.28	94.08	69.72			42	554.28	138.57	38.10	377.61
278-84-4338	ST								40	12.89	554.28	94.08	69.72			42	554.28	144.11	2.06	408.11
Adam Richter 663 Calla Rd Poland OH 44514	OT								2	19.34	554.28	94.08	69.72			42	554.28	144.11	2.06	408.11
282-90-5080	ST								40	12.89	554.28	94.08	69.72			42	554.28	144.11	2.06	408.11
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT								3.5	19.34	544.62	90.72	67.23			43.5	562.62	146.28	0.69	415.65
278-68-3358	ST								37	12.89	544.62	90.72	67.23			43.5	562.62	146.28	0.69	415.65
Walter Gane 426 Morris Rd Lisbon OH 44432	OT								3.5	21.72	611.78	90.72	67.23			45	676.67	182.70	0.69	493.28
272-52-3972	ST								37	14.48	611.78	90.72	67.23			45	676.67	182.70	0.69	493.28
Christopher Jacobs 9280 Diamond Rd Scio OH 43988	OT								0	19.34	0.00	0.00	0.00					0.00	0.00	0.00
129-50-8451	ST								0	12.89	0.00	0.00	0.00					0.00	0.00	0.00

Date: 6/23/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U S Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE: Timothy Robbins, President Signature: 

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY																
Central Columbiana & Pennsylvania Rv 148 East Park Ave Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority																
check if subcontractor		week ending		PAYROLL#		PROJECT NUMBER																
		6/30/2001																				
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 23 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid		
		S	M	T	W	TH	F	S				Fringes: cash	app. Plans	Pens	Vac						App	Other
Scott Gane 889 N. Market St. Apt 3 Lisbon OH 44432	OT								0.5	19.34		90.72		67.23				40.5	525.27	131.32	38.10	355.85
Adam Richter 663 Calla Rd Poland OH 44514	OT								0.5	19.34		90.72		67.23				40.5	525.27	136.57	2.06	386.64
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT								0	19.34		78.40		58.10				44.5	556.90	144.79	0.69	411.42
Walter Gane 278-68-3358	OT								35	12.89		451.15										
426 Morris Rd Lisbon OH 44432	OT								0	21.72		78.40		58.10				47	679.84	183.56	0.69	495.59
272-52-3972	OT								35	14.48		506.80										
Christopher Jacobs 9280 Diamond Rd Scioto OH 43988	OT								0	19.34		0.00		0.00						0.00	0.00	0.00
29-50-8451	OT								0	12.89		0.00		0.00						0.00	0.00	0.00

Date 6/25/01 My signature on this form signifies that I pay or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President Signature [Signature]

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania R/W 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor		week ending	7/7/2001		PAYROLL#	PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date					project total hrs	base rate	project gross	page 24 of 36		Fringes: cash app. Plans cash & app plans		Total Hours All Jobs		Total Gross All Jobs	Taxes With	Other deducts	Net Paid	
		S	M	T	W	TH	F	S												
		1	2	3	4	5	6	7												
Scott Gane 889 N. Market St. Apt 3 Lisbon OH 44432	OT					0.5	1	10	11.5	19.34	634.89	97.44	72.21			51.5	706.89	176.72	38.10	492.07
278-84-4938	ST		8			8	8		32	12.89										
Adam Richler 663 Calla Rd Poland OH 44514	OT					0.5	1	10	11.5	19.34	634.89	97.44	72.21			51.5	706.89	183.79	2.06	521.04
282-90-5080	ST		8			8	8		32	12.89										
Caion Gane 42676 Morris Rd Lisbon OH 44432	OT						1	10	11	19.34	599.44	91.84	68.06			51.5	689.44	179.25	0.69	509.50
278-68-3358	ST		8		6	8	8		30	12.89										
Waller Gane 426 Morris Rd Lisbon OH 44432	OT					0.5	1	10	11.5	21.72	669.70	90.72	67.23			0.52	835.53	225.59	0.69	609.25
272-52-3972	ST		8		5	8	8		29	14.48										
Christopher Jacobs 9280 Diamond Rd. Sci O OH 43988	OT								0	19.34	0.00	0.00	0.00					0.00	0.00	0.00
129-50-8451	ST								0	12.89	0.00									

Date 7/12/2001 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor of subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY																					
Central Columbiana & Pennsylvania Rvw 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority																					
check if subcontractor		week ending 7/14/2001		PAYROLL#		PROJECT NUMBER																					
Employee name, address and ssn	work class	hours worked - day & date														project total hrs	base rate	project gross	Fringes: cash				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid
		S	M	T	W	TH	F	S	HA	W	Pens	Vac	App	Other													
Scoll Gane 389 N. Market St. Apt 3 Lisbon OH 44432	OT			1	0.5		2.5	2					6	19.34	631.64	103.04		76.36				46	631.64	157.91	38.10	435.63	
278-84-4938	ST			8			8	8					40	12.89													
Adam Richler 663 Calla Rd Poland OH 44514	OT			1	0.5		2.5	2					6	19.34	631.64	103.04		76.36				46	631.64	164.23	2.06	465.35	
282-90-5080	ST			8			8	8					40	12.89													
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT					1	0.5	2					3.5	19.34		92.96		68.89				45	598.01	155.48	0.69	441.84	
278-66-3358	ST			6			8	8					38	12.89	557.51												
Walter Gane 426 Morris Rd Lisbon OH 44432	OT					1	0.5	2.5	2				6	21.72		96.32		71.38				47	723.76	195.42	0.69	527.65	
272-52-3972	ST			5			8	8					37	14.48	666.08												
Christopher Jacobs 9280 Diamond Rd. Solo OH 43988	OT												0	19.34		0.00		0.00									
129-50-8451	ST												0	12.89	0.00										0.00	0.00	

Date 7/24/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U S Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President Signature [Signature]

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY															
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority															
check if subcontractor	week ending 7/21/2001	PAYROLL#		page 26 of 36		PROJECT NUMBER															
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	Fringes: cash				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid	
		S	M	T	W	TH	F	S				H&W	Pens	Vac	App						Other
Scott Gane 389 N. Market St. Apt 3 Lisbon OH 44432	OT								0	19.34	412.48	71.68		53.12			42	511.48	127.87	38.10	345.51
278-84-4938	ST		8		8				32	12.89											
Adam Richter 663 Cella Rd Poland OH 44514	OT								0	19.34	412.48	71.68		53.12			42	511.48	132.98	2.06	376.44
282-90-5080	ST		8		8				32	12.89											
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT								1.5	19.34	441.49	75.04		55.61			43.5	540.49	140.53	0.69	399.27
278-68-3358	ST		8		8				32	12.89											
Walter Gane 426 Morris Rd Lisbon OH 44432	OT								1.5	21.72	495.94	75.04		55.61			45	661.77	178.68	0.69	482.40
272-52-3972	ST		8		8				32	14.48											
Christopher Jacobs 3280 Diamond Rd Scioto OH 43958	OT								0	19.34	0.00	0.00		0.00					0.00	0.00	0.00
129-50-9451	ST								0	12.89											

Date 7/23/01 My signature on this form signifies that I pay, or supervise the payment of the employee shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U.S. Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature

[Signature]

CERTIFIED PAYROLL REPORT[illegible]

Date 11/25/17 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature

subject the contractor or subcontractor to civil or

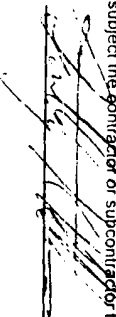
CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY															
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority															
check if subcontractor	week ending	8/4/2001		PAYROLL#		PROJECT NUMBER															
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 28 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid	
		S	M	T	W	TH	F	S				Fringes: cash	app. Plans	Pens	Vac						App
coll Gane 889 N. Market St. Apt 3 Lisbon OH 44432	OT								0	19.34	438.26	76.16		56.44			40	492.26	123.07	38.10	331.10
278-84-4938 Adam Richter 663 Calla Rd Poland OH 44514	OT								34	12.89							40	468.92	121.92	2.06	344.94
282-90-5080 Caron Gane 42676 Morris Rd Lisbon OH 44432	OT								28	12.89	360.92	62.72		46.48			40	468.92	121.92	2.06	344.94
278-66-3358 Walter Gane 426 Morris Rd Lisbon OH 44432	OT								0.5	19.34	447.93	77.28		57.27			41	508.68	132.26	0.69	375.73
272-52-3972 Christopher Ja. obs 9280 Diamond Rd. Scioto OH 43988	OT								34	12.89	492.32	76.16		56.44			42	607.68	164.07	0.69	442.92
29-50-8451	ST								0	19.34	0.00	0.00		0.00					0.00	0.00	0.00

Date 8/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

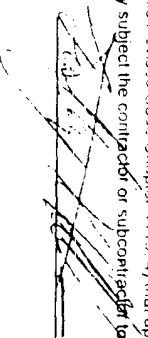
EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY															
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild, Mahoney & Columbiana counties		Columbiana County Port Authority															
check if subcontractor		week ending 8/11/2001		PAYROLL#		PROJECT NUMBER															
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 29 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid	
		S	M	T	W	TH	F	S				Fringes: cash	app. Plans	Pens	Vac						App
Colt Game 1889 N. Market St. Apt 3 Lisbon OH 44432	OT							2.5	2.5	19.34	576.84	97.44		72.21			43.5	576.84	144.21	38.10	394.53
278-84-4938	ST			8	9	8	8	8	41	12.89											
Adam Richter 663 Cella Rd Poland OH 44514	OT								0	19.34	464.04	80.64		59.76			43	527.04	137.03	2.06	387.95
282-90-5080	ST			4	8	8	8	8	36	12.89											
Caron Game 42676 Morris Rd Lisbon OH 44432	OT								0.5	19.34		77.28		57.27			45.5	569.43	148.05	0.69	420.69
278-68-3358	ST					8	8	10	34	12.89	447.93										
Walter Game 426 Morris Rd Lisbon OH 44432	OT							0.5	0.5	21.72		86.24		63.91			47	683.67	184.59	0.69	498.39
272-52-3972	ST			4	8	8	8	10	38	14.48	561.10										
Christopher Jacobs 9280 Diamond Rd. Cto OH 43988	OT								0	19.34		0.00		0.00					0.00	0.00	
29-50-8451	ST								0	12.89	0.00										

Date 8/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U S Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature



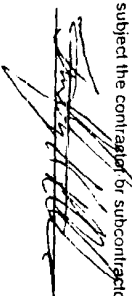
CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY												
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority												
check if subcontractor	week ending	8/18/2001		PAYROLL#		PROJECT NUMBER												
Employee name, address and ssn	work class	hours worked - day & date		project total hrs	base rate	project gross	Fringes: cash app. Plans cash & app plans	Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid						
		S	M	T	W	TH	F	S										
		12	13	14	15	16	17	18										
Scott Gane 189 N. Market St. Apt 3 Lisbon OH 44432	OT						1.5	8	9.5	19.34	667.11	105.28	78.02	49.5	689.61	172.40	38.10	479.11
278-84-4938	ST		8	5.5	8	8	8		37.5	12.89								
Adam Richter 663 Calla Rd Poland OH 44514	OT						1.5	8	9.5	19.34	667.11	105.28	78.02	49.5	689.61	179.30	2.06	508.25
282-90-5080	ST		8	5.5	8	8	8		37.5	12.89								
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT						2.5	8	10.5	19.34	692.89	108.64	80.51	50.5	710.89	184.83	0.69	525.37
278-68-3358	ST		8	6	8	8	8		38	12.89								
Walter Gane 426 Morris Rd Lisbon OH 44432	OT						2.5	8	10.5	21.72	778.30	108.64	80.51	50.5	807.14	217.93	0.69	588.52
272-52-3972	ST		8	6	8	8	8		38	14.48								
Christopher Jacobs 9280 Diamond Rd Scioto OH 43988	OT								0	19.34	0.00	0.00	0.00				0.00	0.00
29-50-8451	ST								0	12.89	0.00							

Date 8/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

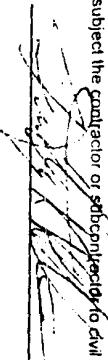
EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY																
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority																
check if subcontractor		week ending 8/25/2001		PAYROLL#		PROJECT NUMBER																
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 31 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes w/H	Other deducts	Net Paid		
		S	M	T	W	TH	F	S				Fringes: cash	app. Plans	Pens	Vac						App	Other
Scott Gane 89 N. Market St. Apt 3 Lisbon OH 44432	OT			2	3	3.5	2.5	0.5		11.5	19.34	738.01	115.36		85.49			51.5	738.01	184.50	38.10	515.41
278-84-4938	ST			8	8	8	8	8		40	12.89											
Adam Richter 663 Calla Rd Poland OH 44514	OT			2	3	3.5	2.5	0.5		11.5	19.34	738.01	115.36		85.49			52.5	751.51	195.39	2.06	554.06
282-90-5080	ST			8	8	8	8	8		40	12.89											
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT					2.5	2			4.5	19.34		90.72		67.23			54.5	659.07	171.36	0.69	487.02
278-68-3358	ST			4	8	8	8	8		36	12.89	551.07										
Walter Gane 426 Morris Rd Lisbon OH 44432	OT			2	3	3.5	2.5			11	21.72		105.28		78.02			55	875.56	236.40	0.69	638.47
272-52-3972	ST			4	8	8	8	8		36	14.48	760.20										
Christopher Jacobs 9280 Diamond Rd. Silo OH 43988	OT									0	19.34		0.00		0.00			8	80.00	17.60	0.00	62.40
29-50-8451	ST									0	12.89	0.00										

Date 8/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) that the fringe benefits have been paid as indicated above. 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor		week ending 9/1/2001		PAYROLL#		PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 32 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid
		S	M	T	W	TH	F	S				Fringes: cash app. Plans cash & app plans	H&W	Pens	Vac					
Scott Gane 389 N. Market St. Apt 3 Lisbon OH 44432	OT	26	27	28	29	30	31	1	8.5	19.34	679.99	108.64	80.51			48.5	679.99	170.00	38.10	471.89
Adam Richter 663 Calla Rd Poland OH 44514	OT		8	3	2	1			40	12.89	679.99	108.64	80.51			48.5	679.99	176.80	2.06	501.13
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT		2.5		2				4.5	19.34	499.51	81.76	60.59			50.5	652.51	169.65	0.69	482.17
Walter Gane 426 Morris Rd Lisbon OH 44432	OT		8		8	8	8		32	12.89	561.10	81.76	60.59			52	784.61	211.84	0.69	572.08
Christopher Jacobs 9280 Diamond Rd Scioto OH 43988	OT				8	8	8		0	19.34	0.00	0.00	0.00					0.00	0.00	0.00
29-50-8451	ST								0	12.89	0.00	0.00	0.00					0.00	0.00	0.00

Date 10/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; 2) that the fringe benefits have been paid as indicated above; 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115; 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President Signature [Signature]

CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY															
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority															
Check if subcontractor		week ending 9/8/2001		PAYROLL#		PROJECT NUMBER															
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	Fringes: cash				Total Hours All Jobs	Total Gross All Jobs	Taxes W/H	Other deducts	Net Paid	
		S	M	T	W	TH	F	S				H&W	Pens	Vac	App						Other
Scott Gane 689 N. Market St. Apt 3 Lisbon OH 44432	OT				2				2	19.34	554.28	94.08		69.72			42	554.28	138.57	38.10	377.61
Adam Richter 663 Calla Rd Poland OH 44514	OT				2				2	19.34	554.28	94.08		69.72			42	554.28	144.11	2.06	408.11
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT				2				2.5	19.34	538.17	90.72		67.23			45.5	596.67	155.13	0.69	440.85
Walter Gane 426 Morris Rd Lisbon OH 44432	OT				2				2.5	21.72	604.54	90.72		67.23			46	683.85	184.64	0.69	498.52
Christopher Jacobs 9280 Diamond Rd Scio OH 43988	OT								0	19.34	0.00	0.00		0.00					0.00	0.00	0.00
9-50-8451	ST								0	12.89											

Date: 10/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY														
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild- Mahoney & Columbiana counties		Columbiana County Port Authority														
check if subcontractor		week ending 9/15/2001		PAYROLL#		PROJECT NUMBER														
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 34 of 35				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid
		S	M	T	W	TH	F	S				Fringes: cash	app. Plans	Pens	Vac					
Scott Gane 89 N. Market St. Apt 3 Lisbon OH 44432	OT							6	19.34	631.64	103.04	76.36			46	631.64	157.91	38.10	435.63	
278-84-4938	ST		8		8	8	8	40	12.89						40	515.60	134.06	2.06	379.48	
Adam Richter 663 Calla Rd Poland OH 44514	OT								19.34	515.60	89.60	66.40			40	515.60	134.06	2.06	379.48	
282-90-5080	ST		8		8	8	8	40	12.89						40	515.60	134.06	2.06	379.48	
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT							1	19.34	496.27	85.12	63.08			45.5	584.02	151.85	0.69	431.48	
278-68-3358	ST		8		6	8	7	37	12.89						46	672.90	181.68	0.69	490.53	
Walter Gane 426 Morris Rd Lisbon OH 44432	OT							1	21.72	571.96	87.36	64.74			46	672.90	181.68	0.69	490.53	
272-52-3972	ST		8		6	8	8	38	14.48						46	672.90	181.68	0.69	490.53	
Christopher Jacobs 9280 Diamond Rd. Scioto OH 43988	OT							0	19.34	0.00	0.00	0.00					0.00	0.00	0.00	
9-50-8451	ST							0	12.89	0.00	0.00	0.00					0.00	0.00	0.00	

Date 10/3/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) that the fringe benefits have been paid as indicated above. 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) that apprentices are registered with the U S Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President Signature [Signature]

CERTIFIED PAYROLL REPORT

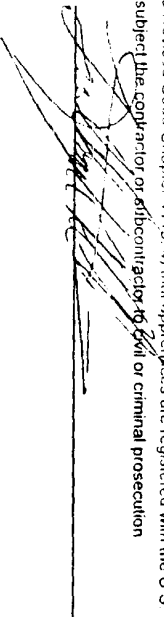
EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY															
Central Columbiana & Pennsylvania RW 148 East Park Ave. Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority															
Check if subcontractor		week ending 9/22/2001		PAYROLL#		PROJECT NUMBER															
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 35 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid	
		S	M	T	W	TH	F	S				Fringes: cash app. Plans	cash & app plans	Pens	Vac						App
cott Gane 689 N. Market St. Apt 3 Lisbon OH 44432	OT								4	19.34	592.96	98.56		73.04			44	592.96	148.24	38.10	406.62
278-84-4938	ST		8		8		8		40	12.89	592.96						44	592.96	154.17	2.06	436.73
Adam Richier 663 Calla Rd Poland OH 44514	OT								4	19.34	592.96	98.56		73.04			44	592.96	154.17	2.06	436.73
282-90-5080	ST		8		8		8		40	12.89	592.96						44	592.96	154.17	2.06	436.73
Caron Gane 42676 Morris Rd Lisbon OH 44432	OT								3.5	19.34	531.73	88.48		65.57			46	610.48	158.72	0.69	451.07
278-68-3358	ST		8		6		8		36	12.89	531.73						46	610.48	158.72	0.69	451.07
Walter Gane 426 Morris Rd Lisbon OH 44432	OT								3.5	21.72	597.30	88.48		65.57			46.5	698.24	188.52	0.69	509.03
272-52-3972	ST		8		6		8		36	14.48	597.30						46.5	698.24	188.52	0.69	509.03
Christopher Jacobs 9280 Diamond Rd. Scioto OH 43988	OT								0	19.34	83.79	14.56		10.79			10.5	123.79	27.23	0.00	96.56
29-50-8451	ST								6.5	12.89	83.79						10.5	123.79	27.23	0.00	96.56

Date 9/25/01 My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4115, 4) that apprentices are registered with the U S Department of Labor Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE

Timothy Robbins, President

Signature



CERTIFIED PAYROLL REPORT

EMPLOYER'S NAME AND ADDRESS		GENERAL/PRIME CONTRACTOR		PROJECT NAME & LOCATION		CONTRACTING PUBLIC AUTHORITY																
Central Columbiana & Pennsylvania RW 148 East Park Ave Columbiana, Ohio 44408				Ohio Rebuild - Mahoney & Columbiana counties		Columbiana County Port Authority																
check if subcontractor		week ending 9/29/2001		PAYROLL#		PROJECT NUMBER																
Employee name, address and ssn	work class	hours worked - day & date							project total hrs	base rate	project gross	page 36 of 36				Total Hours All Jobs	Total Gross All Jobs	Taxes With	Other deducts	Net Paid		
		S	M	T	W	TH	F	S				H&W	Fringes: cash app. Plans cash & app plans	Pens	Vac						App	Other
Scott Gane 289 N. Market St. Apt 3 Lisbon OH 44432	OT								0	19.34		89.60		66.40				40	515.60	128.90	38.10	348.60
Adam Richter 683 Calla Rd Poland OH 44514	OT								0	19.34		89.60		66.40				40	515.60	134.06	2.06	379.48
Caron Gane 4266 Morris Rd Lisbon OH 44432	OT								0	19.34		73.92		54.78				41.5	508.62	132.24	0.69	375.69
Walter Gane 426 Morris Rd Lisbon OH 44432	OT								0	21.72		67.20		49.80				43	621.86	167.90	0.69	453.27
Christopher Jacobs 9280 Diamond Rd. Scioto OH 43988	OT								0	19.34		6.72		4.98				9	98.67	21.71	0.00	76.96
9-50-8451	ST								3	12.89		38.67										

Date 9/29/01 My signature on this form signifies that I, pay, or supervise the payment of the employees shown above. I am certifying: 1) that during the pay period reported on this form all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done, 2) that the fringe benefits have been paid as indicated above, 3) that no rebates or deductions have been or will be made directly or indirectly from the total wages earned, other than the permissible deductions as defined in the Ohio Revised Code Chapter 4119, 4) that apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

NAME AND TITLE Timothy Robbins, President

Signature



PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name: <u>OHIO REBUILD</u>		Job Number:	
Contractor:			
Project Location: <u>MAHONING + COLUMBIANA COUNTIES</u>			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name: <u>SCOTT A. GANE</u>	
Street:		Street: <u>42676 MORRIS RD.</u>	
City:		City: <u>LISBON</u>	
State / Zip:		State / Zip: <u>OHIO 44432</u>	
Phone:		Phone: <u>(330) 424-0158</u>	
<p>You will be performing work on this project that falls under those classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
<u>LABORER</u>	<u>16.79</u>	<u>3.90</u>	<u>12.89</u>
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature: <u>[Signature]</u>		Date: <u>2/26/01</u>	
Employee's Signature: <u>[Signature]</u>		Date: <u>2/26/01</u>	

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name: <u>OHIO REBUILD</u>		Job Number:	
Contractor:			
Project Location: <u>MAHONING & COLUMBIANA COUNTIES</u>			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name: <u>ADAM RICHTER</u>	
Street:		Street: <u>663 E. CALLARD</u>	
City:		City: <u>POLAND</u>	
State / Zip:		State / Zip: <u>OHIO 44514</u>	
Phone:		Phone: <u>(330) 549-9186</u>	
<p>You will be performing work on this project that falls under those classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
<u>LABORER</u>	<u>16.79</u>	<u>3.90</u>	<u>12.89</u>
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature: <u>[Signature]</u>		Date: <u>2/26/01</u>	
Employee's Signature: <u>Adam Richter</u>		Date: <u>2/26/01</u>	



DATE 7/16/59

INVOICE 50957

OUR ORDER NO.

6264-

P. O. NO. 566

SHIPPED VIA SIGN SHOP
TERMS NET 30

Page 1

SOLD TO:

COLUMBIANA COUNTY
PORT AUTHORITY
1250 ST. GEORGE STREET
EAST LIVERPOOL, OH 43920

SHIPPED TO:

COLUMBIANA COUNTY
PORT AUTHORITY
600 CHERRY FORK
LEETONIA OH 44431

Remit To:
ROCAL, INC.
P.O. BOX 182037
Dept. 010
COLUMBUS, OH 43218-2037

Local Job#:

CUSTOMER NO.: 001035	ORDERED BY: END USER	PROJECT:
----------------------	----------------------	----------

[illegible]

FOR DESTINATION

dictated

INVOICE TOTAL ~~~~~

2057. 11

Invoice Due 3/15/01

SHOP

REMIT PAYMENT TO:

LONG BAR

TRANSPORTATION CO., INC.

11715 MAHONING AVE.
NORTH JACKSON, OHIO 44451
330/538-2525

SHIPPER:

LONG BAR TRANSPORTATION CO
11715 MAHONING AVE.
NORTH JACKSON, OH 44451

INVOICE

INVOICE NUMBER:

1802

INVOICE DATE: PAGE:

07/18/01 1

SHIPPER'S NUMBER:

1802

ACCOUNT NUMBER:

7 721

BILL TO:

7.0 R RAILROAD
4416 STARK AVE.
MUSKEGEEVILLE, AR 726018

CONSIGNEE:

CENTRAL COLUMBIANA & BOARDMAN
BOARDMAN, OH

FREIGHT BILL	SHIPPING DATE	DESCRIPTION	QUANTITY/UNITS	RATE/PER	CHARGES
1802	07/18/01	100 EA. 03'	0 0	140.00 ECH	140.00

ICC REGULATIONS & TARIFF RULES REQUIRE PAYMENT WITHIN FOURTEEN (14) DAYS.

**PAY THIS
AMOUNT**

140.00

REMIT PAYMENT TO:

LONG BAR
TRANSPORTATION CO., INC.
11715 MAHONING AVE.
NORTH JACKSON, OHIO 44451
330/538-2525

SHIPPER:

LONG BAR TRANSPORTATION CO
11715 MAHONING AVE.
NORTH JACKSON, OH 44451

INVOICE

INVOICE NUMBER:

1307

INVOICE DATE: PAGE:

08/14/01 1

SHIPPER'S NUMBER:

1307

ACCOUNT NUMBER:

T 721

BILL TO:

D & R RAILROAD
4416 STARK AVE.
RUSSELLVILLE, AR 728013

CONSIGNEE:

OHIO TRACK
COLUMBIANA, OH

FREIGHT BILL	SHIPPING DATE	DESCRIPTION	QUANTITY/UNITS	RATE/PER	CHARGE
1307	07/25/01	100 RELAY TIES @ \$12.00 PER TIE	0.0	1200.00 FIX	1,200.00
	07/25/01	200 TIE PLATES @ \$1.00 PER PLATE		200.00 FIX	200.00
	07/25/01	DELIVERY CHARGES		100.00 FIX	100.00

ICC REGULATIONS & TARIFF RULES REQUIRE PAYMENT WITHIN FOURTEEN (14) DAYS.

PAY THIS
AMOUNT

1,500.00

REMIT PAYMENT TO:

LONG BAR
TRANSPORTATION CO., INC.
11715 MAHONING AVE.
NORTH JACKSON, OHIO 44451
330/538-2525

SHIPPER:

LONG BAR TRANSPORTATION CO
11715 MAHONING AVE.
NORTH JACKSON, OH 44451

INVOICE

INVOICE NUMBER:

1300

INVOICE DATE: PAGE:

07/08/01 1

SHIPPER'S NUMBER:

1300

ACCOUNT NUMBER:

T 721

BILL TO:

D & R RAILROAD
4416 STARK AVE.
RUSSELLVILLE, AR 728013

CONSIGNEE:

COLUMBIANA & BOARDMAN
BOARDMAN, OH

FREIGHT BILL	SHIPPING DATE	DESCRIPTION	QUANTITY/UNITS	RATE/PER	CHARGE
1300	05/18/01	100 RA 39'	0.0	140.00 FIX	140.00

ICC REGULATIONS & TARIFF RULES REQUIRE PAYMENT WITHIN FOURTEEN (14) DAYS.

PAY THIS
AMOUNT

REMIT PAYMENT TO:

SHIPPER:

LONG BAR

TRANSPORTATION CO., INC.

11715 MAHONING AVE.
NORTH JACKSON, OHIO 44451
330/538-2525LONG BAR TRANSPORTATION CO
11715 MAHONING AVE.
NORTH JACKSON, OH 44451**INVOICE**

INVOICE NUMBER:

1303

INVOICE DATE: PAGE:

07/18/01 1

SHIPPER'S NUMBER:

1303

ACCOUNT NUMBER:

T 721

BILL TO:

D & R RAILROAD
4416 STARK AVE.
RUSSELLVILLE, AR 729013

CONSIGNEE:

CENTRAL COLUMBIANA & BOARDMAN
BOARDMAN, OH

FREIGHT BILL	SHIPPING DATE	DESCRIPTION	QUANTITY/UNITS	RATE/PER	CHARGE
1303	07/18/01	33' TPCS. 90/40 3.47NT @ \$225.00NT	0.0	780.75 FIX	780.75
	07/18/01	7 PR BARS @ \$11.00 PR		77.00 FIX	77.00
	07/18/01	5 BILE TIES @ 12 60 PCS @ \$12.50		750.00 FIX	750.00

REGULATIONS & TARIFF RULES REQUIRE PAYMENT WITHIN FOURTEEN (14) DAYS.

PAY THIS
AMOUNT

1,607.75

REMIT PAYMENT TO

SHIPPER

LONG BAR
TRANSPORTATION CO., INC.
11715 MAHONING AVE.
NORTH JACKSON, OHIO 44451
330/538-2525

LONG BAR TRANSPORTATION CO
11715 MAHONING AVE.
NORTH JACKSON, OH 44451

INVOICE

INVOICE NUMBER

1280

INVOICE DATE PAGE

03/16/01 1

SHIPPER'S NUMBER

VERBAL A.J.

ACCOUNT NUMBER

T 721

BILL TO

D & R RAILROAD
4416 STARK AVE.
RUSSELLVILLE, AR 728013

CONSIGNEE

CENTRAL COLUMBIANA % BOARDMAN
BOARDMAN, OH

FREIGHT BILL	SHIPPING DATE	DESCRIPTION	QUANTITY/UNITS	RATE/PER	CHARGES
1290	03/14/01	14-PAIRS OF JOINT BARS @ \$12.00 PR	0.0	168.00 FIX	168.00
	03/14/01	6 PR 90-40 JOINT BARS @ \$15.00 PR		90.00 FIX	90.00
	03/14/01	CREDIT 4 PR 90-40 JOINT BARS @ \$15.00 PR			
	03/14/01	10.3 NT 100 RA RAIL @ \$190.00/NT		1957.00 FIX	1,957.00

ICC REGULATIONS & TARIFF RULES REQUIRE PAYMENT WITHIN FOURTEEN (14) DAYS.

PAY THIS
AMOUNT

CONTINUED

REMIT PAYMENT TO

SHIPPER

LONG BAR
TRANSPORTATION CO., INC.
11715 MAHONING AVE.
NORTH JACKSON, OHIO 44451
330/538-2525

LONG BAR TRANSPORTATION CO
11715 MAHONING AVE.
NORTH JACKSON, OH 44451

INVOICE

INVOICE NUMBER

1280

INVOICE DATE PAGE

03/16/01 2

SHIPPER'S NUMBER

VERBAL A.J.

ACCOUNT NUMBER

T 721

BILL TO

D & R RAILROAD
4416 STARK AVE.
RUSSELLVILLE, AR 728013

CONSIGNEE

CENTRAL COLUMBIANA % BOARDMAN
BOARDMAN, OH

FREIGHT BILL	SHIPPING DATE	DESCRIPTION	QUANTITY/UNITS	RATE/PER	CHARGES
	03/14/01	DELIVERY CHARGES		150.00 FIX	150.00
	03/14/01	1/10 NET 30, 18% SERVICE CHARGE OVER 30 DAYS			

ICC REGULATIONS & TARIFF RULES REQUIRE PAYMENT WITHIN FOURTEEN (14) DAYS.

PAY THIS
AMOUNT

2,305.00

STRAIGHT BILL OF LADING SHORT FORM ORIGINAL NOT NEGOTIABLE
RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

Shipper's No. 8072

Long Bar Transportation

(Name of Carrier) Carrier's No.

At Niles, OH

03/01/01

(SCAC)
From U. S. RAILWAY SUPPLY

The property described below in shipment order, except as noted (contents are description of packages, unmarked, marked, consigned, and delivered as indicated below which said carrier (the word carrier being understood throughout this bill of lading) as person or corporation in possession of the property under the contract, agrees to carry to its usual place of delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any said property over all or any portion of said route by destination, and as to each party of any time increased in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official Southern, Western, and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff governing the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and the consignee.

ON COLLECT ON DELIVERY SHIPMENTS THE LETTERS "COD" MUST APPEAR BEFORE
CONSIGNEE'S NAME - OR AS OTHERWISE PROVIDED IN ITEM 430, SEC. 1.

CONSIGNEE Central Columbiana & Pennsylvania Rly
TO AND C/O Banner Supply
103 East Indianaola
DESTINATION Youngstown, Ohio 44507

BILL TO: U.S. RAILWAY SUPPLY
P.O. BOX 128
TROY, IL 62294
618-667-2330

ROUTE AJ 501-264-6006 or Bud 330-692-0965

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat)

Delivering Carrier

Car or Vehicle Initials

No. Packages	Kind of Packages, Description of Articles, Special Marks and Exceptions	Weight (Sub. to Car.)	Class or Rate	Check Column	Subject to Section 7 of Conditions of applica- ble bill of lading, if this shipment is to be deliv- ered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
11 Ea	Relay Rail 90RA 39" 0" Lngths 3/16" Max Wear Drilled 5 1/2" O/C				The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
Pr	Relay Joint Bars 90RA 4 Hole Type To Match Rail				
Keg	Track Bolts 1" X 5 1/2" W/ Nut				
315 Ea	Lockwasher 1" X 3/8" X 3/8"				
Keg	Track Spikes 5/8" X 6" 200# Keg				
Set	Hook Twin Tie Plates For 100RE No. 8 Bolted Type Frog To Consist Of The Following Quantities: 16Ea-L23, 10Ea-L27, 8Ea-LR23, 4Ea-LR27, 2Ea-L31				(Signature of Consignor)
Ea	Relay Guard Rail Plates For 100RE Guard Rail				if charges are to be prepaid, write or stamp here, "To be Prepaid."
		TOTAL			PREPAID
		17,000 #			Received \$

SEND FRT. BILL TO:

U.S. Railway Supply
P.O. Box 128
Troy, IL 62294

to apply in prepayment of the charges on
the property described hereon.
Agent or Cashier

Pay
(The signature here acknowledges only
the amount prepaid.)

Collect On Delivery and remit to

C.O.D. Charge (Shipper
to be paid by Consignee

Charges Advanced:
\$

If the shipment moves between two points by a carrier by water, the law requires that the bill of lading show what weight is carrier's or shipper's weight.
NOTE: Where the bill is delivered on value, shippers are required to state specifically in writing the agreed or declared value of the property.

I agree or declared value of the property is hereby specifically stated by the shipper to be not exceeding
per

C.O.D. SHIPMENT

C.O.D. Amt.
Collection Fee
Total Charges \$0.00

The above statements used for this shipment conform to the specifications set forth in the box maker's certificate of compliance, and all other requirements of Rule 41 of the
Uniform Freight Classification and Rule 5 of the National Motor Freight Classification. Shipper's signature in lieu of seal, not a part of bill of lading approved by the
State Commerce Commission.

This is to certify that the above named articles are properly classified, described, packaged, marked and loaded, and are in proper condition for transportation, according to the applicable regulations of the Dept of Transportation.

U.S. RAILWAY SUPPLY

SHIPPER

AGENT

P.O. BOX 128, Troy, IL 62294

Per

Per

Permanent post office address of shipper.

* MARK WITH "X" TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN TITLE 49 OF FEDERAL
REGULATIONS.

LONG BAR

11715 MAHONING AVENUE
NORTH JACKSON, OHIO 44451
330-538-2525

PRO NO.

PHONE #:

SHIPPER
NAME: Long Bar TSP
ADDRESS:
ORIGIN:

CONSIGNEE
NAME: Central Collection PR
ADDRESS: C/O Braham Supply
DESTINATION: Braham Co.

DATE		SHIPPER'S NO.	
		PO-Verbal Act	
NO. OF PIECES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT	
15	PC 34' 1/2" RH Rail	19500 > 20,600	
1	PC 33' 1/2" RH Rail	1100 10,300	
1	Rail Bars to match @ 13' 0" PR	1957 00	
	Del Charge	163 00	
		150 00	
		2275 00	
RECEIVED THE ABOVE DESCRIBED PROPERTY IN GOOD CONDITION EXCEPT AS NOTED			
BY: [Signature]			
FIRM: [Signature]			
SHOW COMPLETE COMPANY NAME AND SIGNATURE - INITIALS NOT ACCEPTED			

THIS FREIGHT BILL IS DESIGNED TO MEET THE REQUIREMENTS OF THE INTERSTATE COMMERCE COMMISSION AND THE FREIGHT CHARGES MUST BE PAID AS REQUIRED BY SECTION 223 PART 2 OF THE INTERSTATE COMMERCE ACT.

REMIT PAYMENT TO

W.D. TIE SALE

11715 MAHONING AVE.
NORTH JACKSON, OHIO 44451
330/538-2525

Post-it Fax Note

7671

Date	10/1/01	# of pages	3
To	SANDY STEELE	From	SUSAN JENKINS
Co./Dept	COLUMBIANA CITY PA	Co.	ORPC
Phone #		Phone #	614-644-0289
Fax #	330-386-1122	Fax #	

SOLD TO

Braham Supply
1038 E. Indiana St
North Jackson OH

CARRIER

Long Bar Transportation

INVOICE

INVOICE NUMBER

1890

INVOICE DATE PAGE

3/9/01 1

P.O. NUMBER

ACCOUNT NUMBER

QUANTITY	SHIPPING DATE	DESCRIPTION	GRADE	RATE/PER	CHARGES
90-40 2nd Eas	7/8/01	af White OHIO Banner		15.00 pc.	
PAY THIS AMOUNT					90.00

PLEASE REMIT PAYMENT WITHIN THIRTY (30) DAYS.

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89648
INVOICE DATE	05/23/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CUSTOMER PICK UP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS

2% 10TH, NET EOM

DELIVERY TICKET NO.

85606

CUSTOMER P.O. NO.

ORDER DATE

05/17/01

DATE DELIVERED

05/17/01

DELIVERED VIA

QTY	UNIT	QTY	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
3.20		3.20		TON 31003	4 X LIMESTONE 12 STONE	22.000	70.40
5-25-01							
Subtotal							70.40
Sales Tax							4.22
Pay This Amount -->							\$74.62

You may deduct

\$1.41 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

MASONRY
PRODUCTSREADY MIX
CONCRETE**Boardman** SUPPLY CO.7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE

90071

INVOICE

DATE

06/19/01

PAGE

NO.

1

CUSTOMER

NO.

0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863CUSTOMER PICK UP
AND BDM DELV
USED LOADER DIRECT

TERMS

2% 10TH, NET EOM

DELIVERY TICKET NO.

86195

CUSTOMER P.O. NO.

ORDER DATE

06/18/01

DATE DELIVERED

06/18/01

DELIVERED VIA

QTY	UNIT	QTY DEL'D	BACK ORDER	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
0.75	TON	0.75			31003	4 X LINSTONE	22.000	16.50
						SPECIAL STONE - R&R LOADER		
1.00	TON	1.00			31003	4 X LINSTONE	22.000	22.00
						9 AM LOAD - BDM SUP		
1.05	TON	1.05			31003	4 X LINSTONE	22.000	23.10
						9:10 LOAD		
0.95	TON	0.95			31003	4 X LINSTONE	22.000	20.90
						9:20 LOAD		
1.00	TON	1.00			31003	4 X LINSTONE	22.000	22.00
						10 AM LOAD BDM		
0.75	TON	0.75			31003	4 X LINSTONE	22.000	16.50
						R&R LOAD 10:45		
0.80	TON	0.80			31003	4 X LINSTONE	22.000	17.60
						R&R LOAD 12:45 PM		
0.70	TON	0.70			31003	4 X LINSTONE	22.000	15.40
Subtotal								154.00
Sales Tax								9.24
Pay This Amount -->								\$163.24

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

You may deduct

\$3.08 if paid by 07/10/01

INVOICE

MASONRY
PRODUCTSREADY MIX
CONCRETE**Boardman** SUPPLY CO.7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89946
INVOICE DATE	06/12/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

CUSTOMER PICK UP

TERMS		DELIVERY TICKET NO.		CUSTOMER P.O. NO.		ORDER DATE	
2% 10TH, NET EOM		86043				06/11/01	
DATE DELIVERED		DELIVERED VIA					
06/11/01							
QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE
7.80	7.80			TON RCM 304	RECLAIMED CONCRETE MATERIAL #304	7.000	54.60

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89707
INVOICE DATE	05/29/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

CUSTOMER PICK UP
W/LOADER

TERMS	DELIVERY TICKET NO.	CUSTOMER P.O. NO.	ORDER DATE
2% 10TH, NET EOM	85772		05/26/01
DATE DELIVERED	DELIVERED VIA		
05/26/01			

QTY	FROM	QTY ORDERED	BACK ORDER	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1.05		1.05		TON	31003	4 X LIMESTONE	22.000	23.10
<div style="transform: rotate(-45deg); opacity: 0.5; font-size: 2em; font-family: cursive;">6.12.01</div>								
Subtotal								23.10
Sales Tax								1.39
Pay This Amount ==>								\$24.49

You may deduct

\$0.46 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

ASONRY
ODUCTS

READY MIX
NCRETE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89680
VOICE DATE	05/25/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

CUSTOMER PICKUP

2% 10TH, NET EOM	DELIVERY TICKET NO. 85690	CUSTOMER P.O. NO.	ORDER DATE 05/23/01
AT DELIVERED 05/23/01	DELIVERED VIA		

QTY	REFS	CITY	DEETS	BAC	CORR	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
26.09			26.09				TON RCM 304	RECLAIMED CONCRETE MATERIAL #304	7.000	182.63
6-13-01										

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89636
INVOICE DATE	05/23/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

PICKUP

TERMS 2% 10TH, NET EOM	DELIVERY TICKET NO. 85669	CUSTOMER P.O. NO.	ORDER DATE 05/22/01
DATE DELIVERED 05/22/01	DELIVERED VIA		

QTY	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
3.10	EA	NON-STOCK	# 2 LIMESTONE	20.000	62.00
Subtotal					62.00
Sales Tax					3.72
Pay This Amount -->					\$65.72

6-13-01

You may deduct \$1.24 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89511
INVOICE DATE	05/15/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

CUSTOMER PICK UP

TERMS	DELIVERY TICKET NO.	CUSTOMER P.O. NO.	ORDER DATE
2% 10TH, NET EOM	85532		05/15/01
DATE DELIVERED	DELIVERED VIA		
05/15/01			

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.50	TON	4 X Limestone #2 SPECIAL	20.000	30.00
<p style="text-align: center; font-size: 2em; transform: rotate(-15deg);">523-01</p>				Subtotal
				30.00
				Sales Tax
				1.80
				Pay This Amount -->
				\$31.80

You may deduct

\$0.60 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

MASONRY
PRODUCTSREADY MIX
CONCRETE**Boardman** SUPPLY CO.7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89499
INVOICE DATE	05/15/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

CUSTOMER PICK UP

TERMS	DELIVERY TICKET NO.	CUSTOMER P.O. NO.	ORDER DATE
2% 10TH, NET EOM	85520		05/14/01
DATE DELIVERED	DELIVERED VIA		
05/14/01			

QTY	ORDERS	QTY DELIV	BACK ORD	UNIT	ITEM NO	DESCRIPTION	UNIT PRICE	AMOUNT
1.40		1.40		TON	31003	4 X LINESTONE	20.000	28.00
						#2 SPECIAL 10:05 LOAD		
2.22		2.22		TON	31003	4 X LINESTONE	20.000	44.40
						SECOND LOAD @ 11 AM		
						DELV T-85515		
<div style="text-align: center; font-size: 2em; transform: rotate(-30deg); opacity: 0.5;">523-01</div>								
Subtotal								72.40
Sales Tax								4.34
Pay This Amount -->								\$76.74

You may deduct

\$1.45 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1 1/2%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89445
INVOICE DATE	05/10/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CUSTOMER PICK UP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS		DELIVERY TICKET NO.		CUSTOMER P.O. NO.		ORDER DATE		
2% 10TH, NET EOM		85470				05/10/01		
DATE DELIVERED		DELIVERED VIA						
05/10/01								
QTY	ORDR	QTY DEL'D	BACK ORDR	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1.80		1.80		TON	31003	4 X LIMESTONE # 2 SPECIAL	20.000	36.00
<div>52301</div>								
Subtotal								36.00
Sales Tax								2.16
Pay This Amount -->								\$38.16

You may deduct

\$0.72 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

INVOICE
NO.

89397

INVOICE
DATE

05/09/01

PAGE
NO.

1

CUSTOMER
NO.

0820

MASONRY
PRODUCTSREADY MIX
CONCRETE**Boardman** SUPPLY CO.7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

DELIVERED TO:

PICKUP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS

2% 10TH, NET EOM

DELIVERY TICKET NO.

85406

CUSTOMER P.O. NO.

ORDER DATE

05/09/01

DATE DELIVERED

05/09/01

DELIVERED VIA

QTY	RATE	QTY DEL	BACK ORD	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
2.55		2.55		TON	31003	4 X Limestone 12 SPECIAL	20.000	51.00
<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); font-size: 2em; font-family: cursive;">52301</div>								
Subtotal								51.00
Sales Tax								3.06
Pay This Amount ==>								\$54.06

You may deduct

\$1.02 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

MASONRY
PRODUCTSREADY MIX
CONCRETE**Boardman** SUPPLY CO.7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO. 89375

INVOICE DATE 05/09/01

PAGE NO. 1

CUSTOMER NO. 0820

DELIVERED TO:

PICKUP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS

2% 10TH, NET EOM

DELIVERY TICKET NO.

85383

CUSTOMER P.O. NO.

ORDER DATE

05/08/01

DATE DELIVERED

05/08/01

DELIVERED VIA

QTY	ORDYD	QTY DELD	BACK ORDYD	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
2.50		2.50		EA	NON-STOCK	RIP RAP	14.000	35.00
5.63		5.63		EA	NON-STOCK	RIP RAP 2 X 3 ROCK DELY T-85393	14.000	78.82
<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); font-size: 2em; font-family: cursive;">52301</div>								
Subtotal								113.82
Sales Tax								6.83
Pay This Amount -->								\$120.65

You may deduct

\$2.28 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89311
INVOICE DATE	05/04/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CUSTOMER PICKUP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS 2 1/2 10TH, NET EOM	DELIVERY TICKET NO. 85304	CUSTOMER P.O. NO.	ORDER DATE 05/03/01
DATE DELIVERED 05/03/01	DELIVERED VIA		

QTY	ORDER	QTY	DEED	BACK	ORDER	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
0.51		0.51					TON 31003	4 X LIMESTONE #2 LIMESTONE	20.000	10.20
<div>\$23.01</div>										
Subtotal									10.20	
Sales Tax									0.61	
Pay This Amount -->									\$10.81	

You may deduct

\$0.20 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1 1/2%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

MASONRY
PRODUCTS

READY MIX
CONCRETE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89261
INVOICE DATE	05/02/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

PICKUP

TERMS	DELIVERY TICKET NO.	CUSTOMER P.O. NO.	ORDER DATE
2% 10TH, NET EOM	85230		05/01/01
DATE DELIVERED	DELIVERED VIA		

QTY	ORD NO	QTY DELTD	BACQ ORDT	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1.10		1.10		TON	31030	#1 LIMESTONE # 2 LIMESTONE	20.000	22.00
<div>523-01</div>								
Subtotal								22.00
Sales Tax								1.32
Pay This Amount -->								\$23.32

you may deduct

\$0.44 if paid by 06/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89188
INVOICE DATE	04/27/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CUSTOMER PICKUP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS	DELIVERY TICKET NO.	CUSTOMER P.O. NO.	ORDER DATE
2% 10TH, NET EOM	85159		04/26/01
DATE DELIVERED	DELIVERED VIA		
04/26/01			

QTY	ORD'D	QTY DEL'D	BACK ORD'D	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
0.77		0.77		TON	31003	4 X LIMESTONE #2 LIMESTONE	20.000	15.40
523-01								
Subtotal								15.40
Sales Tax								0.92
Pay This Amount ==>								\$16.32

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

You may deduct

\$0.31 if paid by 05/10/01

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89233
INVOICE DATE	04/30/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CUSTOMER PICK UP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS 2% 10TH, NET EOM	DELIVERY TICKET NO. 85201	CUSTOMER P.O. NO.	ORDER DATE 04/30/01
DATE DELIVERED 04/30/01	DELIVERED VIA		

QTY	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1.01	TON	31003	4 X LINESTONE #2 LINESTONE	20.000	20.20
<p>5-8-01</p>					
Subtotal					20.20
Sales Tax					1.21
Pay This Amount -->					\$21.41

You may deduct

\$0.40 if paid by 05/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89208
INVOICE DATE	04/30/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CUSTOMER PICK UP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS 2 1/2 10TH, NET EOM	DELIVERY TICKET NO. 85166	CUSTOMER P.O. NO.	ORDER DATE 04/27/01
DATE DELIVERED 04/27/01	DELIVERED VIA		

QTY. ORDERED	QTY. DEL'D	BACK ORDER'D	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1.25	1.25		TON	31030	#57 LIMESTONE	14.000	17.50
1.06	1.06		TON	31003	4 X LIMESTONE DELY T-85175	20.000	21.20
Subtotal							38.70
Sales Tax							2.32
Pay This Amount -->							\$41.02

58.01

You may deduct

\$0.77 if paid by 05/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

MASONRY
PRODUCTSREADY MIX
CONCRETE*Boardman* SUPPLY CO.7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	88649
INVOICE DATE	03/20/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

HOME DEPOT YARD

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS 2% 10TH, NET EOM	DELIVERY TICKET NO. 84545	CUSTOMER P.O. NO.	ORDER DATE 03/16/01
DATE DELIVERED 03/17/01	DELIVERED VIA M&R TRUCK		

QTY ORDERED	QTY DELIVERED	BACK ORDER	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
21.84	21.84		TON	31030	#57 LINEDSTONE	14.000	305.76
24.28	24.28		TON	RCM 304	RECLAIMED CONCRETE MATERIAL #304	7.000	169.96
25.04	25.04		TON	RCM 304	RECLAIMED CONCRETE MATERIAL #304	7.000	175.28
Subtotal							651.00
Sales Tax							39.06
Pay This Amount ==>							\$690.06

4-30-01

You may deduct

\$13.02 if paid by 04/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE

88731

INVOICE
DATE

03/23/01

PAGE
NO.

1

CUSTOMER
NO.

0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

D AND R RAILROAD JOB
T-234804
DELIVERED 3-22-01

TERMS

DELIVERY TICKET NO.

CUSTOMER P.O. NO.

ORDER DATE

2 1/2 10TH, NET EOM

84630

03/22/01

DATE DELIVERED

DELIVERED VIA

03/22/01

QTY	DRYTES	QTY DEC	BACK ORDER	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
28.22		28.22		TON	31030	#57 Limestone	14.000	395.08
							Subtotal	395.08
							Sales Tax	23.70
							Pay This Amount ==>	\$418.78

You may deduct

\$7.90 if paid by 04/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

Boardman SUPPLY CO.

INVOICE NO.	88733
INVOICE DATE	03/23/01
PAGE NO.	1
CUSTOMER NO.	0820

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

DELIVERED BY M&R TRUCKING
FLORIDA AVE

ORDER DATE

03/22/01

03/21/01

QTY	UNIT	QTY DEL.	BACK ORD.	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
28.54		28.54			TON 31030	457 LIMESTONE	14.000	399.56
							Subtotal	399.56
							Sales Tax	23.97
							Pay This Amount -->	\$423.53

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

You may deduct

\$7.99 if paid by 04/10/01

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89066
INVOICE DATE	04/20/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

PICKUP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS

2% 10TH, NET EOM

DELIVERY TICKET NO.

85006

CUSTOMER P.O. NO.

ORDER DATE

04/19/01

DATE DELIVERED

04/19/01

DELIVERED VIA

QTY	ORD. NO.	QTY. ORDERED	BACK ORDER	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		1.00		TON	31030	#57 Limestone	14.000	14.00
<p>621-0305 4-30-01</p>								
Subtotal								14.00
Sales Tax								0.84
Pay This Amount -->								\$14.84

You may deduct

\$0.28 if paid by 05/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE NO.	89056
INVOICE DATE	04/20/01
PAGE NO.	1
CUSTOMER NO.	0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

CUSTOMER PICKUP

TERMS 2% 10TH, NET EOM	DELIVERY TICKET NO. 84995	CUSTOMER P.O. NO.	ORDER DATE 04/18/01
DATE DELIVERED 04/18/01	DELIVERED VIA		

QTY	UNIT	QTY DEL'D	BACK ORD'D	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
0.72		0.72		TON	31030	#57 LINSTONE	14.000	10.08
<div style="text-align: center;"> <p>621-0305</p> <p>4-30-01</p> </div>								
Subtotal								10.08
Sales Tax								0.60
Pay This Amount -->								\$10.68

You may deduct \$0.20 if paid by 05/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

Boardman SUPPLY CO.

INVOICE NO.	8027
INVOICE DATE	04/17/01
PAGE NO.	1
CUSTOMER NO.	0820

CUSTOMER PICKUP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

You may deduct **\$0.46 if paid by 05/10/01**

INVOICE

Boardman SUPPLY CO.

7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

INVOICE

88976

INVOICE

DATE

04/13/01

PAGE

NO.

1

CUSTOMER

NO.

0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

CUSTOMER PICK UP

TERMS

DELIVERY TICKET NO.

CUSTOMER P.O. NO.

ORDER DATE

2% 10TH, NET EOM

84910

04/12/01

DATE DELIVERED

DELIVERED VIA

04/12/01

QTY	RD'D	QTY: DEL'D	BACK ORD'D	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		1.00			TON 31030	#57 LIMESTONE	14.000	14.00
							Subtotal	14.00
							Sales Tax	0.84
							Pay This Amount ==>	\$14.84

4-20-01

You may deduct

\$0.28 if paid by 05/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

VOICE

MASONRY
PRODUCTSREADY MIX
CONCRETE**Boardman** SUPPLY CO.7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563INVOICE
NO.

88918

INVOICE
DATE

04/10/01

PAGE
NO.

1

CUSTOMER
NO.

0820

DELIVERED TO:

PICKUP

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

TERMS

2 1/2 10TH, NET EOM

DELIVERY TICKET NO.

84847

CUSTOMER P.O. NO.

ORDER DATE

04/09/01

DATE DELIVERED

04/09/01

DELIVERED VIA

QTY. ORD'D.	QTY. DEL'D	BACK ORD'D	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
0.60	0.60		TON	31031	18 LINGSTONS	14.000	8.40
						Subtotal	8.40
						Sales Tax	0.50
						Pay This Amount --->	\$8.90

You may deduct

\$0.17 if paid by 05/10/01

A FINANCE CHARGE at the rate of 1 1/2%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

MASONRY
PRODUCTSREADY MIX
CONCRETE**Boardman** SUPPLY CO.7357 SOUTHERN BOULEVARD
P.O. BOX 3108 • YOUNGSTOWN, OHIO 44513
PHONE (330) 758-2331 • FAX (330) 758-8563

88956

INVOICE
DATE 04/11/01PAGE
NO. 1CUSTOMER
NO. 0820

DELIVERED TO:

CENTRAL COLUMBIANA & PA
RAILWAY, INC.
4416 S ARKANSAS AVENUE
RUSSELLVILLE AR 72863

CUSTOMER PICK UP

TERMS

2% 10TH, NET EOM

DELIVERY TICKET NO.

84891

CUSTOMER P.O. NO.

ORDER DATE

04/11/01

DATE DELIVERED

04/11/01

DELIVERED VIA

QTY. ORD'D.	QTY. DEL'D.	BACK ORD'D.	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
0.60	0.60		TON	31030	#57 LIMESTONE	14.000	8.40
<div style="position: absolute; top: 40%; left: 40%; transform: rotate(-30deg); font-size: 2em; font-weight: bold;">400-01</div>							
Subtotal							8.40
Sales Tax							0.50
Pay This Amount ==>							\$8.90

You may deduct

\$0.17 if paid by 05/10/01

A FINANCE CHARGE at the rate of 1½%
PER MONTH (18% PER ANNUM) will be
added to the balance due when not paid in
FULL by last day of next month.

OHIO RAIL DEVELOPMENT COMMISSION

Freight Development/Rail Spur Program Summary

OVERVIEW

The Ohio Rail Development Commission (ORDC) provides assistance to companies for new rail and rail-related infrastructure. The goal of this program is to promote the retention and development of Ohio companies through the use of effective rail transportation. Additionally, companies who are considering adding rail to existing operations in the state are also eligible under this program. ORDC works closely with the Ohio Department of Development and other public and private development related organizations to provide assistance to companies. For funding consideration, an applicant may need to provide some or all of the information below:

Grant funding is generally limited to projects where significant job creation or retention is involved (25 or more jobs). Applicants must commit to job creation/retention numbers subject to contractual clawbacks. Further, applicants are required to commit to rail usage, also subject to clawbacks.

ORDC loan financing is available to qualified applicants even when jobs are NOT being created or retained. ORDC's standard loan package is a five year loan term and an interest rate which equals 2/3 of prime at the time of the loan closing. Collateral or a letter of credit is required.

Prevailing Wage Laws generally apply to rail projects funded with ORDC grant or loan funds.

CRITERIA (not all will apply to all projects)

1. Briefly describe overall company, including parent organization if applicable. Include products made, locations of plants, markets served, overall size in terms of sales volumes and employees, and other relevant data.
2. Provide detailed description of the project including:
 - How new plant or expansion (project) fits into the company's operations.
 - Investment broken down by building, land, equipment and machinery, and inventory;
 - Building description (sq. ft.), land (acreage), equipment and machinery, and uses;
 - Products to be produced, services rendered, markets served, and major competitors;
 - Map, diagram, building layout plan or other graphic showing the location of the new plant or plant expansion including the existing and proposed rail infrastructure;
 - Description of rail construction including the length of new track, new turnouts, description of related track rehabilitation and related information;
 - Detailed cost estimate of all new rail infrastructure and any track rehabilitation work; and
 - Projected time frame for new plant construction/expansion.
3. Describe benefits resulting from new plant or expansion, including:
 - Number of jobs company will commit to create within three years;
 - Number of jobs company will commit to retain;
 - Average hourly wage for jobs created or retained;
 - Number of new rail carloads company will commit to generate within three years; and
 - Additional benefits to Ohio.
4. Statement regarding whether any of the jobs created will result from displacing jobs at any other Ohio facility.

PROJECT BRIEFING:
Final Revised Terms for Columbiana County Port Authority
Rail Line Rehabilitation Loan for the Former Y&S Line
March 10, 2005

Project Funding

**Change in the Loan terms, no
Change in Funding Amounts**

Project Benefits

Provide additional time for a new operator to improve rail line and improve track conditions and service to customers.

At the November 18, 2004 Commission meeting, Resolution 04-15 was approved by the Commission granting a modification to the loan terms of the Columbiana County Port Authority's \$2.1 million loan approved on September 11, 2003. Resolution 04-15 was necessitated by the bankruptcy of the Central Columbiana and Pennsylvania Railway, Inc. At the time of Resolution 04-15's approval, the Commission was informed that 04-15 would mostly likely be a "stop-gap" measure as the new operator, the Ohio and Pennsylvania (OHPA), an Ohio Central railroad, was not yet on the line. The current resolution is the follow-up finalization of the revised loan terms based on discussions with both the Port Authority and the OHPA. (A copy of the November briefing is attached as Exhibit A).

ORDC staff met with officials of the Port Authority and the OHPA in January, which resulted in a joint letter to the Commission requesting a deferral of the loan repayment start date to March 2006. It is anticipated that in March 2006, which is the culmination of a five-year waiting period set by the STB, the ownership of the line would transfer to the OHPA. Deferral of the loan repayments would allow OHPA to dedicate all of its available funds in 2005 on repairs and improvements in the infrastructure. The purpose of the original loan structure was to provide both the Port Authority and the operating railroad time to restart operation of the line without the additional drain of debt service payments to hamper the start-up of operations. Unfortunately, due to the bankruptcy of the prior operator, the Port Authority and the OHPA are again faced with the challenges of restarting the rail line with the burden of debt service coincidental with the start of rail service.

This resolution would also authorize staff to assign the loan to the OHPA upon the transfer of ownership.

While this resolution is a modification to the loan terms, it is the opinion of ORDC staff that it meets the intent of the original financing.

ORDC staff would also like to add the following reporting requirements to accompany the loan:

- A report detailing derailments along the line including location, duration of clean-up efforts and any delays in rail traffic as a result of the derailment on a quarterly basis;
- A report of slow orders on the line including location, duration and delays in rail traffic as a result of the slow order on a quarterly basis;
- Any FRA/PUCO citations on the line and the subsequent remedial actions on a quarterly basis;
- Critical Path Maintenance Plan. Within 90 days of the approval of the loan modifications, the OCRS will submit a five (5) year maintenance plan necessary for the long term viability of the rail line. In each subsequent year, the OCRS will provide ORDC a report detailing the railroad's progress in meeting the maintenance plan during the previous year;
- Beginning one year after the approval of the loan modifications, ORDC staff will perform an annual shippers survey of existing and potential shippers on the rail line to measure shipper

maintenance, severe weather, and the uncompleted work of the current project will require further modification to the loan terms. Unfortunately, because of pending decisions by the bankruptcy trustee, those terms are unknown. Therefore, this resolution should be considered a "stop-gap" measure.

WHY ORDC FUNDING IS NEEDED

The original rationale for the loan terms was to provide a lag time between the expenditure of the necessary repairs and the ability of the railroad to generate enough revenue to retire the debt while providing maintenance on the line and service to the customers. Unfortunately as a result of the bankruptcy, those circumstances have not changed. The Port Authority must find a new operator that will have to continue the repair work started by the CQPA and adequately service customers while maintaining the rail line.

PROJECT BENEFITS

The rationale for the loan term modification is consistent with the original intent of the loan.

STAFF RECOMMENDATION

Staff recommends modifying the existing terms of the loan to no repayments of principal or interest in months one through fifteen, repayment of principal only (0% interest) in months sixteen through twenty-four, and principal and interest payments in years three through six with the interest rate in years three and four set at 1%, and the interest rate in years five and six set at 2.5%. The duration of the loan will remain at six years.

PROJECT BRIEFING:
Final Revised Terms for Columbiana County Port Authority
Rail Line Rehabilitation Loan for the Former Y&S Line
March 10, 2005

Project Funding

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ORDC staff met with officials of the Port Authority and the OHPA in January, which resulted in a joint letter to the Commission requesting a deferral of the loan repayment start date to March 2006. It is anticipated that in March 2006, which is the culmination of a five-year waiting period set by the STB, the ownership of the line would transfer to the OHPA. Deferral of the loan repayments would allow OHPA to dedicate all of its available funds in 2005 on repairs and improvements in the infrastructure. The purpose of the original loan structure was to provide both the Port Authority and the operating railroad time to restart operation of the line without the additional drain of debt service payments to hamper the start-up of operations. Unfortunately, due to the bankruptcy of the prior operator, the Port Authority and the OHPA are again faced with the challenges of restarting the rail line with the burden of debt service coincidental with the start of rail service.

This resolution would also authorize staff to assign the loan to the OHPA upon the transfer of ownership.

While this resolution is a modification to the loan terms, it is the opinion of ORDC staff that it meets the intent of the original financing.

ORDC staff would also like to add the following reporting requirements to accompany the loan:

- A report detailing derailments along the line including location, duration of clean-up efforts and any delays in rail traffic as a result of the derailment on a quarterly basis;
- A report of slow orders on the line including location, duration and delays in rail traffic as a result of the slow order on a quarterly basis;
- Any FRA/PUCO citations on the line and the subsequent remedial actions on a quarterly basis;
- Critical Path Maintenance Plan. Within 90 days of the approval of the loan modifications, the OCRS will submit a five (5) year maintenance plan necessary for the long term viability of the rail line. In each subsequent year, the OCRS will provide ORDC a report detailing the railroad's progress in meeting the maintenance plan during the previous year;
- Beginning one year after the approval of the loan modifications, ORDC staff will perform an annual shippers survey of existing and potential shippers on the rail line to measure shipper

satisfaction. The results of these surveys will be shared with OCRS marketing staff to assist in business development efforts.

It is the hope of ORDC staff that this detailed examination of the railroad's progress rehabilitating the rail line and developing rail business will assist it in quickly identifying any potential problem before it develops into the type of setback previously experienced on the rail line.

Combined with the additional measures to gauge the progress of the operating railroad, ORDC staff recommends modification of the loan terms to delay loan repayment until April 1, 2006.

EXHIBIT A

PROJECT BRIEFING FROM THE NOVEMBER 18, 2004 MEETING

Project Funding

**Change in the Loan terms, no
Change in Funding Amounts**

Project Benefits

Provide additional time for a new operator to improve rail line and improve track conditions and service to customers.

INTRODUCTION

The Columbiana County Port Authority has requested a modification to the current amortization of the \$2.1 million loan that was approved by the Commission on September 11, 2003 as Resolution Number 03-18. A copy of that briefing is attached for your reference.

BACKGROUND

The Columbiana County Port Authority line, the former Youngstown and Southern, has been operated by the Central Columbiana and Pennsylvania Railway, Inc. (CQPA) since the reactivation of the rail line in early 2000. The Commission provided a \$500,000 grant to the Port Authority for the acquisition. In 2003, the Commission approved a \$2.1 million loan for rail line rehabilitation. Since that time, work has been performed and funds have been drawn on the loan. Currently, there is a \$377,000 balance remaining on the loan with approximately \$60,000 in invoices pending. On June 14, 2004, the CQPA declared bankruptcy. Since that time, the Port Authority has been working with other interested railroads to operate the rail line. These efforts have been complicated by the bankruptcy since any such transaction would have to be approved by the trustee of the bankruptcy, Mr. Richard Cox of Hot Springs, Arkansas.

At the current time, the Ohio Central railroad has offered to acquire the operating lease from the CQPA. A response from the trustee is pending. As a result of these changes, on October 1, 2004, the Port Authority requested a modification of the current loan terms from the ORDC.

Presently the loan has a term of six years, with no repayments of principal or interest in year one, repayment of principal only (0% interest) in year two, and principal and interest payments in years three through six with the interest rate in years three and four set at 1%, and the interest rate in years five and six set at 2.5%.

PROJECT DESCRIPTION

Based on this information, ORDC staff proposes that the Commission modify the loan terms to extend the no principal or interest repayment from 12 months to 15 months, which will delay the first principal payment to April 1, 2005. In additional discussions with the Ohio Central Railroad, it is expected that the Commission will be presented with another revision request. Ohio Central Railroad believes that the additional work necessitated by a combination of deferred basic

maintenance, severe weather, and the uncompleted work of the current project will require further modification to the loan terms. Unfortunately, because of pending decisions by the bankruptcy trustee, those terms are unknown. Therefore, this resolution should be considered a "stop-gap" measure.

WHY ORDC FUNDING IS NEEDED

The original rationale for the loan terms was to provide a lag time between the expenditure of the necessary repairs and the ability of the railroad to generate enough revenue to retire the debt while providing maintenance on the line and service to the customers. Unfortunately as a result of the bankruptcy, those circumstances have not changed. The Port Authority must find a new operator that will have to continue the repair work started by the CQPA and adequately service customers while maintaining the rail line.

PROJECT BENEFITS

The rationale for the loan term modification is consistent with the original intent of the loan.

STAFF RECOMMENDATION

Staff recommends modifying the existing terms of the loan to no repayments of principal or interest in months one through fifteen, repayment of principal only (0% interest) in months sixteen through twenty-four, and principal and interest payments in years three through six with the interest rate in years three and four set at 1%, and the interest rate in years five and six set at 2.5%. The duration of the loan will remain at six years.

Main Identity - Backup

From: "George Wehner" <gwehner@insight.rr.com>
To: "Richard R Wilson" <rrwilson@atlanticbn.net>; "David Handel" <hans639@aol.com>
Sent: Monday, January 09, 2006 11:41 AM
Subject: Emailing: 06-01%20CCPA%20-%20briefing.htm

PROJECT BRIEFING: RESOLUTION 06-01**REVISION IN THE LOAN TERMS FOR THE COLUMBIANA COUNTY PORT AUTHORITY RAIL LINE
REHABILITATION LOAN****January 12, 2006****Project Funding**

Change in loan terms

Project Benefits

Provide additional time for the operator to investigate longer term financing without impacting the operator's ability to continue to invest in rail line upgrades

Staff is requesting the Commission to approve a delay in loan payments for the Columbiana County Port Authority's \$2.1 million loan with the Commission for the rehabilitation of the former Youngstown and Southern line until January 31, 2007.

Since the Commission first approved a \$500,000 grant to assist the Columbiana County Port Authority to purchase the line from Railroad Ventures Inc. (RVI), the Ohio Rail Development Commission has been instrumental in the preservation of this rail line.

A summary of ORDC's assistance to the Youngstown and Southern Rail line includes:

- A grant in the amount of a \$500,000 to assist the Columbiana County Port Authority with the original acquisition and rehabilitation of the line in 2000;
- The current loan for \$2.1 million for rehabilitation;
- A grant in the amount of \$75,000 for additional rehabilitation work;
- A grant for \$45,000 to assist the Port Authority, Ohio and Pennsylvania and the Community of Columbiana replace a culvert; and
- Over \$2 million in grade crossing safety improvements at crossings along the line.

Despite lawsuits and Surface Transportation Board (STB) hearings regarding the original sale, the bankruptcy of the original operator, washouts and flooding due to severe weather, and derailments because of track conditions, the railroad continues to make progress.

The new operator, the Ohio and Pennsylvania Railroad (OHPA), a subsidiary of the Ohio Central Railroad System, has reported that since they have assumed the line in early in 2005, there has been approximately \$4.7 million of investment in the line. Additionally, since an embargo was lifted on March 2005, the railroad has operated at the posted 10 mph track speed, has experienced only one, non-reportable derailment which caused no delays and there have been no slow orders or FRA/PUCO citations against the line since that time.

Through this partnership between the ORDC, the Columbiana County Port Authority and the new operator, the Ohio

Memo

To: Richard R. Wilson Esq.
From: George D. Wehner ASA
CC:
Date: January 17, 2006
Re: RVI

There is a long history of neglect and deferred maintenance on the former Y&S line. The following is a list of the requests for funding from prior line owners. These requests were submitted long before RVI acquisition. The line had deteriorated to excepted track and only emergency maintenance was performed and most of that was with assistance from the State of Ohio and these projects were short changed to the point where repairs were inadequate. After each band-aid repair the line continued to experience derailments. The hill out of the Mahoning Valley in Youngstown experiences runoff from the top of the valley and washes out every 4 to 5 years and will continue to do so no matter what repairs are made. A permanent cure for this drainage problem would require an investment in the millions of dollars, far more than the income on line could support.

1. March 16, 1987 request from Gordon Neuenschwander, President, Youngstown & Southern Railway Co. to Jolene Molitoris, Director ODOT Division of Rail, for a \$2,000,000 \pm rehabilitation Project. The project was not funded.
2. November 3, 1993 request from PL&W RR (line operator) to the Ohio Department of Transportation, Division of Rail (predecessor of the ORDC) for 1,000 ties over 15 miles or 66 ties per mile. The project was not funded.
3. March 25, 1994 PL&W requests a \$1,000,000 project from the Division of Rail but only has \$33,000 to contribute. The project was not funded.
4. June 1, 1994 Rehabilitation Estimate by George Wehner, ODOT Rail Inspector, \$2,567,291 in estimated repairs for 17.7 miles. The project was partially funded \$400,000 \pm .

5. August 12, 1994 Inter-office Memo from George Wehner to David Reid Supervisor, estimating the track work needed from M.P. 0.00 to M.P. 8.25 at a cost of \$493,160. The project was not funded.
6. June 10, 1995 Inter-office Memo from George Wehner to David Reid Supervisor, and Lou Jannazo, Acting Administrator protesting being directed to reduce costs estimated to complete a project.
7. December 12, 1996 Inter-office Memo from George Wehner to David Reid Supervisor, and Lou Jannazo, Acting Administrator estimating the cost to repair a washout at \$135,000 \pm .

As this list indicates problems have existed on this line long before RVI involvement. The repair work completed by CCPA was inadequate and accomplished in a slip shod manner that allowed derailments to continue. The current operator (OHPA) has invested several hundred thousand dollars correcting the CCPA rehabilitation and making the line safe as minimal FRA Safety Class 1 railroad.

YOUNGSTOWN & SOUTHERN RAILWAY COMPANY

COMMERCE COURT, 4 STATION SQUARE

PITTSBURGH, PENNSYLVANIA 15219

G. E. NEUENSCHWANDER
PRESIDENT

March 16, 1987

Ms. Jolene Molitoris
Director - Rail Division
Division of Rail Transportation
ODOT
1600 W. Broad Street, Room 225
Columbus, OH 43223

Dear Jolene:

Per our discussions with your staff regarding funding assistance for the Y&S railway under the Local Rail Service Assistance Act in rehabilitating its line and extend and improve service to its customers, please find attached the following:

- Basic engineering information on each part of the Y&S rehabilitation (associated engineering drawings having been sent under a separate cover to Mr. George Wehner of your staff);
- Estimations of total project expenses;
- Estimation of the "in-kind" grant match which Y&S will provide as part of the local share of this project (separate letters from two shippers-Ferris Coal (or their agent Crown Coke & Coal) and E. Fairfield Coal Company advising you of their commitment to provide a matching share on certain portions of the project and should be in the mail to you). Y&S is hereby committing itself to provide the materials on the attached sheet as "in-kind" match for the project;
- Projected annual operating cost savings for the Y&S after the improvement encompassed by this project are completed;
- Projected increases in carloadings and revenue to Y&S which will result as an outcome of completion of this project.

Ms. Jolene Molitoris

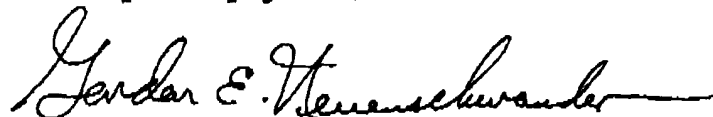
2

March 16, 1987

It is expected that the majority of the work on this project will be performed by railroad employees, most of whom are currently on "lay-off" status. In addition, we expect that this project and the increased business it will help generate will create a significant increase in both hours (or days) worked for railroad employees.

We are looking forward to working with ODOT to complete this project. It is going to increase Y&S's viability and more importantly be a major factor in moving Ohio coal and other products by rail.

Very truly yours,



Attachments

Youngstown & Southern RailwayLocal Rail Service Assistance Act
Rehabilitation Plan

Install 27,000 feet of 131# track and surface

Construct and install: 5 turnouts 131#
8 turnouts 100#

Install : Crossties - 4,990
Switch timbers - 6,660 L. Ft.

Surface : 15,950 feet

Tighten Joint Bar
Assemblies : 1,130

Site Preparation : Cut : 49,200 cu. yards
Fill: 11,500 cu. yards
Grub: 1.25 acres

Install drainage : 24" pipe: 390 feet
6' x 12': 60 feet
36" pipe: 60 feet

Ditching : 2,000 feet

Bridge Work : Walkway: 660 sq. ft.
Hand railing: 220 ft.

Other : Wing walls (2): 3' x 8' x 20'
Remove and replace track: 250'

March 16, 1987

YOUNGSTOWN & SOUTHERN RAILWAY
PROPOSED IMPROVEMENTS

Sheet 1 of 6

Negley "Y" Vicinity:

Construct 700' track 131 lb.
Construct 1 - #8 Crossover 131 lb.
Construct 1 - #6 Turnout 131 lb.
Construct 1 - #8 Turnout 131 lb.
Install Crossties 610 each
Install Switch Timber 816 L.FT.
Relocate 1 - #8 Turnout & Renew its Ties
Surface 3,000' Track
Tighten Joint Bar Assemblies 288 each
Site Preparation - Cut 1305 Cu. Yds.
Site Preparation - Fill 1075 Cu. Yds.
Install 24" Cross-Drain - 40 L.FT.

Acquire .68 acres of property.

Office of Chief Engineer
McKees Rocks, Pennsylvania
March 11, 1987

YOUNGSTOWN & SOUTHERN RAILWAY
PROPOSED IMPROVEMENTS

Sheet 2 of 6

Ferris Coal Vicinity:

Install Crossties 3770 each
Install Switch Timber 816 L.FT.
Ditching - 2000 L.FT.
Install 24" Cross-Drain - 50 L.FT.
Grub 1.25 Acres
Surface 7000'
Tighten Joint Bar Assemblies 584 each
Install Bridge Walkway 660 Sq. Ft.
Install Bridge Hand Railing 220 L.FT.
Install 2450' track 100 lbs.
Construct 2 - #8 turnouts 100 lb.
2000 cu. yard - fill*
22,000 cu. yards - cut*

Office of Chief Engineer
McKees Rocks, Pennsylvania
March 11, 1987

YOUNGSTOWN & SOUTHERN RAILWAY

PROPOSED IMPROVEMENTS

Sheet 3 of 6

Rodgers Siding:

Install Crossties 105 each

Install Switch Timber 408 L.FT.

Surface 800'

Tighten Joint Bar Assemblies 76 each

**Office of Chief Engineer
McKees Rocks, Pennsylvania
March 11, 1987**

YOUNGSTOWN & SOUTHERN RAILWAY

PROPOSED IMPROVEMENTS

Sheet 4 of 6

Jones Street Vicinity:

Install Crossties 220 each

Install Switch Timber 1020 L.FT.

Renew 40' Grade Crossing - Timber & Asphalt (1 Track)

Remove and Replace Track 250'

Fill 420 Cu. Yds.

Install Corr. Pipe Arch 6' x 12' x 60'

Install Wingwalls 3' x 8' x 20' - 2 each

Surface 1300' Track

Tighten Joint Bar Assemblies 182 each

Office of Chief Engineer
McKees Rocks, Pennsylvania
March 11, 1987

YOUNGSTOWN & SOUTHERN RAILWAY

PROPOSED IMPROVEMENTS

Sheet 5 of 6

East Fairfield Coal Co. Vicinity (Willowcrest):

Construct 6595' Track 100 lb.

Construct 1 - #8 Crossover 100 lb.

Construct 3 - #8 Turnouts 100 lb.

Install Crossties 285 each

Relocate 1 - #8 turnout & renew its ties

Surface 1400' track

Site Preparation - Cut 27,000 cu. yards

Site preparation - Fill 8,000 cu. yards

Install 36" R C P - 60 L.FT.

Install 24" R C P - 30 LFT.

Acquire Property 10' strip from S.S. 578+0 to S.S. 589+70+

Office of Chief Engineer
McKees Rocks, Pennsylvania
March 11, 1987

Estimated Costs

<u>Materials</u>	<u>Labor & Fringe</u>	<u>Other*</u>	<u>Total</u>
\$915,000 -	\$535,000 -	\$350,000 -	\$1,800,000 to
990,000	645,000	370,000	2,005,000

*Mostly site preparation, cutting and filling

March 16, 1987

Y&S Railway

"In-Kind" Local Share Match

Track materials - \$481,000*

- a) 54,000 feet 131# rail and associated track material
- b) 21,000 feet 100# rail and associated track material
- c) 5 turnouts 100#
- d) Miscellaneous track materials

Site preparation work:**

- a) 49,200 cu. yards cutting
- b) 11,500 cu. yards filling

* Y&S valuation estimate.

**to be contributed by customers

March 16, 1987

Y&S RailwayProjected Annual Operating Cost
Savings Resulting from the LRA Project#

Crew Cost Savings	- \$118,750/year
Locomotive savings*	- 55,200/year
MofW Savings	- 6,200/year
Clerical Personnel Savings	- <u>26,565/year</u>

Total	206,715/year
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*Includes "ownership, maintenance and fuel"

#Applicable to all Y&S business including
projected increase of 2,300 carloads annually.

March 16, 1987

Exhibit C

PL&W RAILROAD TRACK REHABILITATION PROJECT INFORMATION SHEET

THE PL&W RAILROAD: The formal name of the railroad is merely the initials, PL&W. PL&W was to stand for Pittsburgh Lisbon and Western but for arcane reasons the ICC would not allow this moniker.

In March, 1993, the PL&W entered into a lease-purchase agreement with the Pittsburgh & Lake Erie Railroad to acquire the Youngstown & Southern rail line from Youngstown to Darlington Pennsylvania with an out-of-service branch to the Ohio River. (See the map attached as Exhibit "A"). The PL&W paid \$250,000 down and has a balloon payment of \$1 million due in May, 1995.

The PL&W sees profitability by combining freight operations on the line with a scenic passenger excursion train. The PL&W is now growing both businesses. In the first year of freight operations freight carloads have risen from 92 per year to about 400. Several rail users have expansion plans which will significantly increase freight use. The PL&W has already started a passenger excursion between Rogers and Negley. Over 20,000 passengers rode in the last year.

REHABILITATION NEEDS: When PL&W took over the line, it was all "excepted" track. This means the track is below the minimum Class I, 10 mph federal standard. No passengers or hazardous freight can be carried over excepted track. The Federal Railroad

Administration is seriously considering for all railroads to bring all track in the excepted status up to Class I standards. The PL&W will match this grant with \$33,000 in PL&W funds.

About \$1 million is needed to raise the 18.7 miles between Rogers and Youngstown to Class I standards. The PL&W is seeking help from state and local sources to raise this money.

FUNDING SOURCES: The Ohio Department of Transportation (ODOT) has indicated it will provide some level of funding if its benefit/cost and viability analyses are positive. ODOT, has strongly urged local public and private funding stating that ODOT would be more likely to fund the rehabilitation at higher levels if there was significant local contributions.

Local officials are investigating contributions from Columbiana and Mahoning Counties, probably community Development Block Grant funding. The Columbiana County Port Authority is willing to make a \$100,000 loan to the P&LW if the financial status of the PL&W is acceptable.

SHIPPER IMPACTS: Century Group Companies of Columbiana has indicated that 71 of its 142 jobs might move elsewhere if PL&W rail service is not available. Century has indicated it will expend about \$500,000 on rail related improvements at its own plant of PL&W rail service is secure.

Pittsburgh Tube of Darlington employs 100 people. PL&W rail service would make it more competitive in its steel coil business. Pittsburgh Tube will invest in a new siding if PL&W rail service is secure.

Associated Paper of North Lima has invested \$10,000 in a new dock at its plant to utilize PL&W rail. Business expansion has resulted.

The PL&W operation expects to create about 20 new jobs through its passenger operations.

Other rail line users include Lumber City (Boardman) Magneco (Negley), Livingston Pipe and Tube (North Lima) and Greef Brothers (Darlington).

ODOT DIVISION OF RAIL,

MARCH 25, 1994

a:infoshet.18

OHIO DEPARTMENT OF TRANSPORTATION
Division of Rail Transportation

Inter-office Memo

Date: June 1, 1994

To: David G. Reid, Rail Inspector Supr.

From: George D. Wehner, Rail Inspector

Subject: PL&W Railroad Rehabilitation Estimate

Per your request, I inspected the PL&W RR on April 25 thru April 27, Bud Bruggeman and I walked 17.7 miles and marked ties for replacement, the following is a summary of the trek.

-M.P. to M.P.-- Total Ballast Bolts Cross Joint

Length (miles)	Nuts & Washers (tons)	Ties (each)	Bars (each)	Joint Bars
0.0 2.6	2.6 1,678	1,524	1,740	78
2.6 5.8	3.2 2,065	1,875	3,500	96
5.8 7.3	1.5 968	879	519	45
7.3 9.1	1.8 1,162	1,055	1,583	54
9.1 10.6	1.5 968	879	878	45
10.6 13.3	2.7 1,742	1,587	2,245	81
13.3 15.2	1.9 1,226	1,118	1,840	57
15.2 17.7	2.5 1,613	1,465	3,230	75
0.0 0.4	0.4 271	451	107	113
Total 63.9	82.0 18.1	11,693	10,823	16,642 644

-M.P. to M.P.-- Joint Rail Raise Spikes Tie Tie

Tight- ening (l.f.)	105# Tamp	Line (kegs)	Plugs (bund)	Plates Each	Tie Each
0.0 2.6	762	13,728	29.0		3,480
2.6 5.8	938	16,896	58.3		7,000
5.8 7.3	440	7,920	25.3		3,038
7.3 9.1	527	9,504	26.4		3,166
9.1 10.6	440	7,920	14.6		1,756
10.6 13.3	791	14,256	37.4		4,490
13.3 15.2	557	10,032	30.7		3,680
15.2 17.7	733	13,200	53.8		6,460
0.0 0.4	113	4,400	2,218	47.0	2 5,600
Total 63.9	82.0 5,299	4,400	95,674	322.6	2 38,670

The next step was to estimate the cost of this rehabilitation. The following is the result of that

	Location M.P.	Quantity	Unit	Unit Cost	Total
Ditching	0.0 to Poland	528.0	L.F.	\$2.25	\$1,188
"	"	528.0	L.F.	\$2.25	\$1,188
Ditching	0.0 to Pwrdl	528.0	L.F.	\$2.25	\$1,188
"	"	528.0	L.F.	\$2.25	\$1,188
Rip Rap	0.3	7.5	C.Y.	\$45.00	\$338
Rip Rap	0.4	10.0	C.Y.	\$45.00	\$450
Pile Wall	0.5	1,200.0	S.F.	\$27.00	\$32,400
Set Up		1.0	L.S.	\$9,750.00	\$9,750
Ditching	0.5	2,112.0	L.F.	\$2.25	\$4,752
Pile Wall	1.0	21,120.0	S.F.	\$27.00	\$570,240
Bridge	1.0	1.0	L.S.	\$600,000.00	\$600,000
Rip Rap	1.5	20.0	C.Y.	\$45.00	\$900
Rip Rap	1.8	12.0	C.Y.	\$45.00	\$540
Ditching	8.8	1,056.0	L.F.	\$2.25	\$2,376
		1,056.0	L.F.	\$2.25	\$2,376
Ditching	9.0	528.0	L.F.	\$2.25	\$1,188
Ditching	10.6	528.0	L.F.	\$2.25	\$1,188
Culvert Rpr.	12.2	1.0	L.S.	\$10,000.00	\$10,000
Ditching	15.5	528.0	L.F.	\$2.25	\$1,188
		528.0	L.F.	\$2.25	\$1,188
Culvert Rpr.	16.7	1.0	L.S.	\$6,000.00	\$6,000
Total					\$1,249,626

The total cost of this rehabilitation project is estimated at

Track repair \$ 1,317,665

Drainage Repairs 1,249,626

\$ 2,567,291

OHIO DEPARTMENT OF TRANSPORTATION
Division of Rail Transportation

Inter-office Memo

Date: August 12, 1994

To: David G. Reid, Rail Inspector Suprv.

From: George D. Wehner, Rail Inspector

Subject: PL&WRR rehabilitation project from M.P. 0.00 to
M.P. 8.25 and M.P. 0.00 to minus 2200 feet.

The following is my rehabilitation estimate and my suggested
specifications for track materials.

	Quantity	Unit	Unit Cost	Total
Bolts, Nuts & Washers Bolts for 90 & 100 lb. rail. Bolts must be American made.	4,635	Each	\$3.50	\$16,223
Cross Ties 6" Industrial Grade 3 & 4's, selectively end plated, 6lb. creosote or rejection.	7,529	Each	\$45.00	\$338,805
Joint Bars Replace broken bars as needed.	327	Each	\$35.00	\$11,445
Joint Tightening Each joint tightened, bolts replaced as needed.	2,200	Each	\$3.50	\$7,700
Rail, 105lb. or better new or fit, with OTM to match. From MP 0 to -2200 feet. Compromise joints to match. Up to 6 pairs may be required.	4,400	L.F.	\$17.00	\$74,800

Spikes	171	Kegs	\$65.00	\$11,115
New, 5/8" X 6"				
Tie Plates, 90 or 100#	13,129	Each	\$2.50	\$32,823
as needed, fit, single				
or double shoulder.				
Tie Plugs, new	2	Bundle	\$125.00	\$250
Total				<u>\$493,160</u>

The rail to be installed starts at M.P. 0.00 and goes north for 2200', the rail in Poland Avenue is not to be disturbed. only 107 ties will be replaced. The rest of the ties will be plugged.

The ties have been marked and quantities should run out at approximately M.P. 8.25 or Grainger Avenue.

Ties are to spiked at existing gage but not to exceed 57".

OHIO RAIL DEVELOPMENT COMMISSION

50 West Broad Street Suite 1510

Columbus, Ohio 43215

Inter-office CommunicationTo: Lou Jannazo, Acting Administrator, Att: David G. Reid, Superv. Date: June 10, 1995From: George D. Wehner, Rail InspectorSubject: Ohio & Pennsylvania Railroad (formerly the PL&W RR) computation of
remaining Phase 1 rehabilitation monies

The following computations are made as directed by Mr. Jannazo and expend the remaining monies in Phase 1 of the former PL&W rehabilitation project.

Description	Quantity	Unit	Unit Cost	Total Cost
Cross Ties	1426	Each	\$40.50	\$57,753.00
Spikes	30	Keg	\$57.00	\$1,710.00
Tie Plates	2852	Each	\$1.50	\$4,278.00
Mobilization	1	Lump Sum	\$4,500.00	\$4,500.00
Bond	1	Lump Sum	\$1,750.00	\$1,750.00
				\$69,991.00

Note: These computations are made as directed by Lou Jannazo, to keep the costs low, and do not reflect the writers opinion and estimate of the probable cost of the remaining work to be completed under phase 1 of this grant. The units costs are those bid by the successful low bidder on phase 1. These disclosures are made under the code of ethics as stated in the *UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE* under standards 5, 7 and 8. A copy of these standards are enclosed. Although this is not an appraisal, any estimate of value falls under the appraisers code of ethics.

*George
Please provide
an estimate for
washout repairs
and call me ASAP.*
OHIO RAIL DEVELOPMENT COMMISSION

Inter-Office Communication

Date: December 12, 1996
To: Lou Jannazo, Acting Admin. Att: David Reid, RR Inspector Suprv.
From: George D. Wehner, Valuation Specialist/Rail Inspector
Subject: Youngstown & Southern (OH-PA) washout

On December 10, 1996 I inspected the washouts on hill from Poland Avenue to Indiana Avenue in Youngstown, Ohio with John Dulac. The damage is extensive and scattered over a mile. To make temporary repairs to the washout area will require the following:

1200-2000 tons of rip rap and ballast	\$78,000 - \$130,000
1 - 36" pipe	\$ 3,020
6 - 12" pipes	\$ 2,340

Should this work not be completed before the spring floods, this amount will be double or tripled. More extensive repairs will be required to prevent this from happening again. The above estimate is for repairing the track and not preventing the washout from reoccurring.

This estimate only deals with the washout and further rehabilitation will be required before the track will meet minimum Class 1 safety standards.

II. Legal Argument

1. December 14, 2005 Decision

In its joint petition for reconsideration filed January 3, 2005, CCPA/CCPR asked the Board to consider additional evidence of \$149,872 of 2001 rehabilitation expenses paid from grant monies provided by ORDC that were not submitted to the Board in January 2003.

CCPA/CCPR seek to partially offset these additional expenses against the \$208,751 escrow account adjusted refund which the Board ordered CCPA to pay to RVI in its December 14, 2005 decision. This additional evidence of 2001 rehabilitation expenses is contained in Exhibit B to the Verified Statement of Tracey Drake, and was late filed by CCPA/CCPR two years after CCPA/CCPR submitted its 2003 accounting to the Board for escrow account expenditures.

Under 49 C.F.R. §1115.3, a Petition for Reconsideration of an entire Board action may be permitted only upon a showing that: (1) the prior action will be affected materially because of new evidence or changed circumstances; or (2) the prior action involves material error. Under §1115.3, the proponent of such a petition must specifically allege and plead facts that establish one or both of these criteria in order to obtain reconsideration by the Board. In the case of allegations of new evidence, the proponent must explain to the Board why such evidence was not available previously and could not have been submitted to the Board for its consideration as part of the proponent's case in chief.

In its December 14, 2005 decision, the Board concedes that the additional evidence of the \$149,872 of state funded expenditures offered by CCPA/CCPR in its January 2005 Petition for Reconsideration was available and could have been submitted by CCPA/CCPR as part of its January 2003 submission seeking STB approval and final closure of the escrow account.

Therefore, under §1115.3, the evidence submitted by CCPA/CCPR in January 2005 was not a

proper basis for reconsideration by the Board. However, the Board effectively dispensed with its own regulation citing "a countervailing public interest consideration" i.e. that the taxpayers of Ohio would be adversely impacted if CCPA were unable to repay ORDC the \$149,872 in public funds used for repairs to RVI-caused damages. This public interest concern was, in turn, based on the Board's factual conclusions that the documents submitted by CCPA/CCPR demonstrated that the \$149,872 in expenses had been incurred by CCPA/CCPR to pay for RVI-caused damages to the line. The Board then, in recognition that RVI had not had the opportunity to challenge these documents, placed the burden of proof on RVI to establish that these expenditures had not been spent for RVI-caused damages.

As set forth in the testimony of Mr. Wehner and the documents appended thereto and as indicated in the arguments of counsel below, the portion of the Board's December 14, 2005 decision dealing with CCPA/CCPR's claim for a \$149,872 credit against RVI's \$208,751 adjusted refund is completely flawed. It is based on glaring factual errors which suggest that this section of the December 14, 2005 decision was prepared without adequate detailed attention to the evidentiary record. As a consequence, with one notable exception, there is no evidence, let alone substantial evidence in Mr. Drake's Exhibit B to support the Board's factual conclusions that these repairs were made to RVI-caused damages or the Board's underlying assumptions regarding the public interest of ORDC or Ohio taxpayers. As a consequence, the Board's tentative decision to credit \$149,872 against RVI's adjusted escrow refund is inconsistent with the accounting, documentation and attribution requirements that the Board established for the escrow account. Unless modified by the Board in consideration of this response, the Board's findings will result in an order which will violate the provisions of 5 U.S.C. §566(d) will be unreasonable, arbitrary, and capricious and will deny RVI due process of law.

2. With one notable exception, there is no evidence of record to support the Board's conclusion that \$149,772 was spent by CCPA/CCPR on RVI-caused damages.

The decision issued by the Board on December 14, 2005 to a substantial extent confirms the Board's December 2004 decision finding that CCPA/CCPR had not adequately documented or used competitive bidding procedures in connection with the escrow fund expenditures submitted for Board approval in January 2003 in accordance with the escrow instructions contained in the Board's November 2001 decision. Accordingly, CCPA was required to make an adjusted refund of \$208,751 in escrowed funds to RVI. However, then, in an abrupt about face, at Page 11 of the December 14, 2005 decision, the Board tentatively accepted an additional \$149,872 in line rehab expenses which CCPA failed to file for Board review in January 2003. These additional expenses were appended to CCPA's January 2, 2005 Petition for Reconsideration in the Verified Statement of Tracey Drake at Attachment B.

The Attachment B documents comprised a compilation of \$83,340 in salaries paid to CCPR employees and \$66,532 in materials used to rehabilitate the line between January 25, 2001 and November 9, 2001. Mr. Drake simply claimed these expenses were payable from the escrow account without further substantiation. Mr. Drake's verified statement contains no explanation indicating why CCPA failed to submit these expenses for Board review in 2003 and he does not state that the wages paid and the materials purchased were utilized by CCPA/CCPR to repair damages caused by RVI.

A document by document review of the invoices attached to Mr. Drake's verified statement performed by Mr. George Wehner confirms that only one Ohio Track invoice for \$3,100 for five pieces of stick rail, 10 pairs of angle bars, and 150 relay cross ties was related to the crossing restoration project at Miley Road, North Lima, Ohio. The project name and location for all of the certified payroll reports is described only as "Ohio Rebuild – Mahoney &

Columbiana Counties”. There is no indication on these payroll records of the location, nature or extent of the RVI-caused damage where these individuals worked, what work they performed, the number of employees used for each repair project, or the time expended on each repair. Moreover, the Board had already adjusted RVI’s refund for administrative overheads, including salary expenses, attributed to state funded repairs. See December 14, 2005 decision at Page 7. Thus CCPA/CCPR seek an improper double recovery of these payroll expenses. None of the invoices for track components, ballast, or other construction materials provides any indication of where these materials were used or in connection with which project or that any of these materials were used to repair damages caused by RVI. Attached as Exhibit A to Mr. Wehner’s verified statement is a complete copy of the January 3, 2005 Drake verified statement and Attachment B. In the absence of any evidence that these wage statements or material invoices are (with the one noted exception) related to projects to repair damages caused by RVI, there is not a single shred of evidence to support the Board’s finding that “these expenditures were for damage that was the result of RVI’s negligence of the line” and therefore payable from the escrow account.

It should be remembered that the Board created the escrow fund in October 2000 based on CCPA’s request to repair damages allegedly caused by RVI during its ownership of the line from December 1996 to January 24, 2001. As both CCPA and RVI have acknowledged in past pleadings, the procedural and administrative arrangements for the operation of that escrow account were not adequately clarified by the Board until its November 2001 decision when the Board entrusted the \$375,000 fund to CCPA subject to reasonable competitive bidding and accountability requirements. However, CCPA understood from October 2000 onward that the escrow fund was created to pay for specific, identified repairs to the line attributable to RVI-

caused damages, because that is why CCPA asked the Board to create the escrow fund in the first place. There is simply no rational explanation or justification for CCPR or CCPA's failure to contemporaneously annotate their records and account for any expenditures attributable to the repair of RVI-caused damages after October 2000, nor is there any reason why the November 2001 accountability standards applied to CCPA by the Board in its December 2004 decision should not apply to the additional expenses submitted by Mr. Drake in January 2005. The Board should note that many of the expenses CCPA/CCPR submitted in its January 24, 2003 Joint Motion Seeking Final Closure of the Escrow Account were incurred by CCPA/CCPR in the same January to November 2001 time period as the additional expenses submitted in the January 2005 CCPA/CCPR Joint Petition for Reconsideration. Thus there is no reason for treating differently the \$149,872 in expenses filed by CCPA two years after the Joint Motion for "Final" Closure and five years after their expenditure. Even if the Board were not to hold CCPA/CCPR to its November 2001 escrow fund accounting standards for these additional expenditures, as the proponent of the Petition for Reconsideration, 5 U.S.C. §556(d) requires CCPA/CCPR to prove by substantial evidence that the \$149,872 was spent on RVI-caused damages.

On April 3, 2003, RVI submitted substantial evidence in the form of testimony and documents from George H. Wehner who has first hand personal knowledge of the history and condition of the former Y&S rail line prior to its acquisition by RVI based on his personal involvement as a track inspector for the Ohio Department of Transportation and ORDC. Furthermore, RVI submitted to the Board line repair estimates prepared by Wintrow Construction in early 1997 as part of its abandonment application. Mr. Wehner's April 3, 2003 testimony in RVI's Reply to CCPA/CCPR's Joint Petition establishes that at the time RVI acquired the rail line, it was in an embargoed and dangerously deteriorated condition requiring in

excess of \$4 million of repairs including extensive replacements of ties, ballast, track, and drainage repairs. Furthermore, in evaluating CCPA's 2003 escrow expenditures, the Board reviewed a list of alleged damages prepared by CCPA which totaled \$375,000. See Wehner Verified Statement April 3, 2003 Exhibit 4. This CCPA-prepared list provided the basis for CCPA's request for establishment of the escrow account and for the testimony submitted by Mr. Wehner on behalf of RVI which discredited and/or disallowed many of the expenditures which CCPA improperly charged to the escrow account in violation of the Board's escrow account instructions.

With the exception of the \$3,100 Miley Road crossing expense, Mr. Wehner's 2006 verified statement establishes that no substantial evidence was presented by Mr. Drake's January 3, 2004 verified statement or by his Exhibit B documents which fail to connect these general line rehabilitation costs to RVI-caused damages. Moreover, the only testimony submitted in CCPA/CCPR's January 3, 2005 Petition for Reconsideration which describes "damages" allegedly caused by RVI are references to paved-over crossings, disconnected crossing signals, "cuts" in the line (at Southern Commerce Park) and weed growth. See Verified Statements of Michael A. Robbins ¶3; Verified Statement of William K. Robbins ¶3. All of these "damages" have already been addressed by the Board in its December 2004 decision and neither of these witnesses connect any of the \$149,872 expenses to RVI-caused damages. With the single \$3,100 exception, CCPA/CCPR witnesses and documents do not identify any other RVI-caused damages as distinguished from the deteriorated condition of this embargoed line which RVI acquired in 1996 after 25 years of differed maintenance described by Mr. Wehner. In the absence of such evidence, a decision by the Board to credit \$149,872 of general rehab costs against RVI's refund would be a naked expropriation of RVI's escrow fund, particularly since there is an extensive and

uncontroverted evidentiary record which establishes that prior to RVI's December 1996 line acquisition, no significant maintenance had been performed on this rail line by prior owners since the 1970's.

The decision granting RVI's abandonment petition was based on Board consideration of undisputed line rehabilitation expenses in excess of \$4 million as discussed by Mr. Wehner. City of Cherokee v. ICC, 727 F2d 748, 752 (abandonment decision weighs "annual operating losses, coupled with necessary rehabilitation expenses on the line.") See also Missouri Pacific R. Co. v. ICC, 625 F2d 178, 180-83 (8th Cir. 1980). Accordingly, subsequent imposition on RVI of the line rehabilitation expenses considered by the Board in granting the Y&S line abandonment would be completely inconsistent with the provisions of 49 U.S.C. §10903-10905 which are intended to enable the abandoning carries to avoid continued uneconomic expenditure resulting in operation of a rail line at a loss. It is well settled that a carrier cannot legitimately be required to expend money to rehabilitate a line where it will lose money on the operation. Purcell v. United States, 315 U.S. 381, 385 (1942) ("When materials and labor are devoted to the rebuilding of a line in an amount that cannot be justified in terms of the reasonably predictable revenues, there is ample ground to support a conclusion that the expenditures are wasteful whoever foots the bill.") Cf. Chicago v. N.W. Transp. Co. v. Kalo Brick & Tile Co., 450 U.S. 311, 325 (1981) (carrier authorized to abandon a line damaged by mud slides rather than repair it; duty to serve is not absolute, but rather, the law exacts only what is reasonable of the railroad under the existing circumstances). It has long been recognized that this view has a Constitutional dimension. See Brooks-Scanlon Co. v. R.R. Commission of Louisiana, 251 U.S. 396, 397-99 (1921) (to compel a carrier "to carry ...at a loss" could "deprive [it] of its property without due process"); accord, Bullock v. R.R. Commission of Florida, 254 U.S. 513 (1921); R.R.

Commission of Texas v. Eastern Texas R.R., 264 U.S. 79 (1924). Thus the Board cannot impose CCPA general line rehabilitation costs on RVI's escrow account either directly or by manipulating RVI's burden of proof.

3. In the absence of any evidence by CCPA/CCPR, as the proponent of the Petition for Reconsideration, that \$146,772 was spent on RVI-caused damages, the Board's decision to shift the burden of proof to RVI to establish that these funds were not spent of RVI-caused damages violates the provision of 5 U.S.C. §566(d) and is unreasonable, arbitrary, capricious and a denial of due process.

Two years after the fact, in its January 2005 Petition for Reconsideration, CCPA submitted an additional list of \$146,772 (\$149,872 - \$3,100 = \$146,772) of wage and material expenses with no indication whatsoever that they were attributable to RVI caused damages. The Board has tentatively accepted this claim for payment from the escrowed funds without a scintilla of evidence that these expenses were incurred for damages caused by RVI. Moreover, the Board has shifted the burden of proof to RVI to prove, five years after these expenses were incurred by CCPA/CCPR, that these expenditures were not spent on RVI caused damages. This after-the-fact shift of the burden of proof is a violation of the provisions of 5 U.S.C. §566(d) which imposes the burden of proof on the proponent of an order and requires the Board to base its findings of fact on "reliable, probative and substantial evidence."

This burden shift is also unreasonable because CCPA had already identified a list of RVI-caused damages and was fully able to allocate the \$146,772 of expenditures between general rehab expenses and the RVI-caused damages it identified, just as it did on the \$3,100 Ohio Track invoice. RVI has no information regarding the repairs performed by CCPA/CCPR and/or its contractors and has no way to obtain that information other than to request it from CCPA/CCPR which it did so on December 21, 2005.¹ CCPR and its contractors are the only

¹ CCPA/CCPR have represented to the Board in their January 10, 2006 Joint Reply to Motion to Compel that they have submitted all relevant evidence of their repairs to the Board in their January 2005 Petition for Reconsideration.

source of such information and if they did not maintain records during the course of their rehab work with which to identify RVI caused damages, it is impossible for RVI to present evidence to prove what expenses were or were not incurred by CCPA/CCPR on RVI caused damages. Thus the Board has imposed the burden of proof on the party which did not perform these repairs and does not have the documents or information to establish for what the \$146,772 was spent.

This shift in the burden of proof is also arbitrary and capricious because the Board's December 14, 2005 decision creates a presumption that the \$146,772 was spent on RVI caused damages when the documents submitted by Mr. Drake in Attachment B contain no evidence to support that presumption. N. Mun. Distributions Group v. FERC, 334 U.S. App. D.C. 148, 165 F.3d 935, 941 (D.C. Cir. 1999); Motor Vehicle Mfrs. Ass'n. v. State Farm Mut. Auto Ins. Co., 463 U.S. 29, 43 (agency action "arbitrary and capricious if the agency ... entirely failed to consider an important aspect of the problem") The Board then requires RVI to prove the negative of that fact, i.e. that the funds were not spent on RVI caused damages. As noted above, the only source of information regarding these expenditures resides with CCPR and CCPA and since they have failed to provide the Board with any basis for distinguishing between work and expenses incurred in connection with the RVI caused damages that they listed, and the deteriorated conditions of the line prior to RVI's ownership, the Board can only conclude that no such documentation exists. Furthermore, in response to RVI's document production request of December 21, 2005 CCPA/CCPR stated that they have produced all relevant documentation regarding how the \$146,772 was spent and on what projects.

Thus, the Board's "burden shift" denies RVI due process of law because it is fundamentally unfair to require RVI to prove the negative of a factual conclusion drawn by the Board for which there is no substantial evidence of record. CCPA/CCPR's January 3, 2005

Petition for Reconsideration fails to provide any evidence, let alone substantial evidence, to support a factual finding that \$146,772 was spent by CCPA/CCPR on RVI-caused damages. Indeed, that factual assertion, significantly, was not even made by CCPA/CCPR's witnesses in January 2005, mindful as they must have been that their statements were under oath. The Board arrived at its conclusion based on what appears to have been a very limited review of the evidence submitted by Mr. Drake. Thus, CCPA's evidence provides no basis for the Board to shift either the burden of proof or the burden of going forward to RVI with respect to \$146,772 of CCPA/CCPR's expenditures.

The decision by the Board to impose the burden of proof on RVI to establish that the additional CCPA/CCPR expenditures of \$146,772 were not spent on RVI- caused damages is also in direct conflict with the Board's December 14, 2005 discussions of CCPA/CCPR evidence regarding its 2003 submission of repair expenses paid for solely by state funds. In the second paragraph on Page 7 of its December 14, 2003 decision, the Board states:

However, CCPA/CCPR still have provided no evidence that repairs that were paid solely by state funds (those with costs solely in the "State" column of the chart that was submitted) were to repair damage caused by RVI's conduct. CCPA/CCPR's argument that there is no evidence that shows this damage was not attributable to RVI would improperly shift the burden of proof to RVI. CCPA/CCPR, as the movant for a finding that its expenditures from the Fund were legitimate, bore the burden of showing that RVI's actions/inactions necessitated those expenditures.

Yet despite the Board's rejection of CCPA/CCPR's attempt to shift to RVI, CCPA's burden of proof on CCPA's 2003 expenditure submission, the Board shifts precisely that burden of proof to RVI with respect to the additional \$149,8772 of the state funded expenses submitted by CCPA/CCPR in January 2005. The only articulated reason for the Board's disparate treatment of CCPA/CCPR's 2003 and 2005 submissions of state funded repair expenditures is the Board's erroneous conclusion that the documents submitted by Mr. Drake in January 2005 established

that the 2005 submissions were expended on RVI-caused damages. However, with the exception of the \$3,100 Ohio Track invoice, CCPA/CCPR's 2005 submission of state funded repair invoices provide no evidence that these expenses were incurred to repair damages caused by RVI's conduct. In the absence of such evidence, the Board's December 14, 2005 decision clearly states that the imposition of the burden of proof on RVI to establish that state funded expenditures were not spent on RVI-caused damages is improper and those expenditures can not be paid for from RVI's escrowed funds. Even if the allocation of the burden of proof were accorded Chevron-level deference, it is clear that an agency acts "arbitrarily and capriciously if it reverses its position in the face of a precedent it has not persuasively distinguished ...and if it fails to consider [] all the relevant factors in reaching its decision." New York Cross Harbor R.R. v. Surface Transp. Bd., 362 U.S. App. D.C. 352, 374 F. 3d 1177, 1181 (D.C. Cir. 2004); Bakers v. Willingham, 2005 U.S. Dist. LEXIS 23468 (D. Conn. Sept. 16, 2005); Drew v. Menifee, 2005 U.S. Dist. LEXIS 3423 (S.D. N.Y. Feb. 25, 2005)

RVI respectfully requests that the Board reexamine Mr. Drake's Exhibit B evidence in light of Mr. Wehner's testimony and the evidentiary considerations discussed herein. The tentative conclusions by the Board that \$146,772 of CCPA/CCPR's claimed expenses were spent on RVI caused damage suggests that detailed review and attention have not been given to the documents submitted by Mr. Drake and that the burden of proof has been improperly shifted to RVI in order to substantially reduce the refund due from CCPA to RVI under the Board's December 14, 2005 decision. As noted by the Court in New York Cross Harbor, 374 F3d at 1186, "the Board cannot abdicate its responsibility to make an independent assessment of the relevant factors whether the applicant be private or public."

4. There is no "counter vailing public interest consideration" of an adverse impact on ORDC or Ohio taxpayers of the Board ordered refund to RVI and therefore no rational justification for the Board's decision not to apply its own regulations

In justifying its determination to permit CCPA to submit additional evidence of 2001 rehab expenditures for a \$149,872 credit against RVI's escrow refund notwithstanding the provisions of 49 CFR §1115.3, the Board stated that ORDC had provided CCPA money to pay for repairs that were allegedly attributable to RVI caused damages and concluded that "we are reluctant to penalize ORDC and the tax payers of Ohio who will be looking to CCPA to repay funds loaned to it." The Board's rationale, is, however, glaringly inconsistent with Mr. Drake's testimony which states that the ORDC funds provided to CCPA were a grant, not a loan. See Verified Statement of Tracey Drake January 3, 2005, ¶13. The record contains no evidence that the funds given to CCPA by ORDC to pay these expenses were a loan. The inaccurate characterization of Mr. Drake's testimony in the Board's decision is troubling because it again suggests a lack of attention to detail in the Board's review of the record in the preparation of the December 14, 2005 decision. Furthermore, even if there were some expectation or requirement that those funds be repaid to ORDC, Mr. Wehner indicates that the ORDC can recover grant funds or extend the terms of a grant for the benefit of subsequent rail purchasers. Moreover, CCPA has entered into an agreement to sell the former Y&S line to the Ohio Central Railroad System which has provided an opportunity for the assignment and refinancing of other ORDC funds loaned in September 2003 to CCPA for rehabilitation of the Y&S line. As indicated by Mr. Wehner, the funds loaned by ORDC to CCPA/CCPR for the rail line rehab in September 2003, increased the value of the line and will be repaid to ORDC as part of the Ohio Central acquisition transaction. Thus, the State of Ohio and its taxpayers will continue to benefit from

ORDC grant monies invested in this line and they will not bear the cost of any "inappropriate conduct" by RVI.

CCPA has not disclosed the terms of the Ohio Central acquisition transaction to the Board and has objected to RVI's discovery request to obtain this information. However, given the ORDC briefing documents discussed by Mr. Wehner, the Board's concern for ORDC and Ohio taxpayers is not supported by substantial evidence and its public interest findings in this regard, while well intended, are erroneous. Thus it was improper for the Board to ignore its own regulations and accept CCPA's late filed evidence, including the \$3,100 Miley Road invoice, which should have been filed with the Board by CCPA/CCPR in January 2003.

5. Considerations of administrative finality requires a prompt conclusion of this proceeding.

One further aspect of this proceeding must be addressed. CCPA/CCPR has had almost five years from November 2001 to January 2006 in which to account for and justify its claims for reimbursement from RVI's escrowed funds. Under the Board's December 14 and 23, 2005 decisions, RVI was accorded 40 days in which to challenge the additional \$149,872 in expenses submitted by CCPA for reimbursement over one year ago. As observed by Mr. Wehner, the Board has given CCPA/CCPR every conceivable opportunity to establish its entitlement to reimbursement from RVI's escrow account. With the filing of this response by RVI, the record in this proceeding should be closed. CCPA/CCPR has stated they have submitted all relevant evidence of their claims to the Board. No rejoinder, verified statement, replies, motions to strike or other pleadings from CCPA/CCPR are appropriate or permissible under the Board's December 14, 2005 order. Nonetheless, RVI hereby takes the precaution of supplementing its

response with an anticipatory objection and motion to strike pursuant to 49 C.F.R. §1104.13(c) for any subsequent filings by CCPA/CCPR.

III. CONCLUSION

The December 14, 2005 tentative decision by the Board to permit a \$149,872 credit against the adjusted escrow refund to be paid to RVI is fundamentally flawed. At most, the evidence submitted by CCPA in January 2005 demonstrates that \$3,100 of those expenditures incurred prior to November 9, 2001 were related to "damages" caused by RVI. There is not a single other document in Attachment B to the Drake verified statement with any notation or descriptive language indicating that the wages or materials costs were incurred by CCPA/CCPR for RVI caused damages. CCPA/CCPR have confirmed that they submitted all relevant documents regarding the \$149,872 expenditures in January 2005. Thus the conclusion by the Board that these expenses were properly attributable to the escrow account because they are related to RVI caused damages is not supported by any evidence of record. There is nothing in the documents submitted by Mr. Drake or the testimony of CCPA/CCPR witnesses which enables a finder of fact to determine that these expenditures were made for the repair of damages caused by RVI rather than for the rehabilitation of 25 years of deferred maintenance on this line.

All of these expenditures could have been submitted in January 2003 by CCPA in connection with its required escrow fund accounting but CCPA/CCPR did not do so. The fact that CCPA/CCPR overlooked \$149,772 and failed to seek credit for those expenses indicates either that they were not expended for RVI-caused damages or that CCPA/CCPR were grossly incompetent in their record keeping and management of escrow account expenditures or both. Nonetheless, the Board simply waived its regulation requiring a party to present all of its evidence in support of its claims based on "a significant countervailing public interest that

ORDC and the taxpayers of Ohio would be looking to CCPA to repay funds loaned to it.” This finding by the Board is simply in error given the fact that Mr. Drake’s testimony states plainly that the \$149,772 in funds advanced by ORDC was a grant and not a loan. Thus there is no evidentiary support for the Board’s conclusion that these funds would have to be repaid to ORDC or that Ohio taxpayers will no longer benefit from this state grant. Moreover, the loan which ORDC did make to CCPA in September 2003 will be repaid in connection with the sale of this line to the Ohio Central System. Thus there is no basis for the Board’s waiver of its regulation and its consideration of CCPA/CCPR’s late filed evidence.

Finally, the Board has transferred the burden of proof in an impermissibly unfair fashion by requiring RVI to file a response demonstrating that the \$149,772 was not spent on damages caused by RVI. This denies due process because it creates an unsustainable burden of proof. It requires RVI to demonstrate that the monies expended by CCPA were expended for conditions which RVI did not cause. Thus RVI must prove a negative. Since RVI was not in control of funds, and was not in control of the line, and was not in control of the work performed, RVI cannot have any possible knowledge of what CCPA or CCPR employees did, where they did it, and what they did it to. CCPA/CCPR admit they have submitted all relevant evidence of the repairs and the documentation presented by Mr. Drake in his Attachment B makes it impossible to determine that CCPA spent \$146,772 of the \$149,772 on RVI caused damages. Based on that CCPA/CCPR evidence and on RVI’s evidence of the deteriorated condition of this rail line, the only reasonable inference supported by the evidence of record is that the work performed by CCPA/CCPR addressed conditions on this line existing prior to the time when RVI acquired it. Finally, since the line has undergone substantial repair and alteration, there is no way for RVI to establish what the condition of the line was at the time it purchased the line, other than from the

documentation already of record and Mr. Wehner's testimony. Thus the burden of proof shifted to RVI by the Board's December 14, 2005 decision presents RVI with an evidentiary burden which is impossible to sustain.

In addition, the Board's decision changes the Board's procedural and administrative requirements of the escrow fund which initially placed the burden of providing an accounting for escrow fund expenditures on CCPA and CCPR, a burden which the Board's past decisions clearly found CCPA/CCPR failed to meet. The STB has arbitrarily applied different accounting standards and burdens of proof to CCPA's 2005 claims against the escrow account than it applied to CCPA's 2003 claims without any rational justification for this disparate treatment.

In conclusion, the Board's December 14, 2005 decision with respect to the expenditures of \$149,872 is internally inconsistent, is totally unsupported by the evidence of record, and is directly contrary to the testimony of CCPA witnesses. There is no evidence demonstrating that the \$146,772 in expenses which CCPA sought to credit against the escrow refund is attributable to damages caused by RVI and the Board's findings in this regard are simply wrong and without evidentiary support.

Finally, RVI understands the concerns expressed by the Board that RVI be responsible for repairs to RVI-caused damages. The Board may recall that prior to the establishment of the escrow account, RVI sought CCPA permission to repair the paved over crossings, disconnected signals, and track cuts at Southern Commerce Park. When CCPA refused that proposal and the Board created the escrow account at CCPA's request, RVI's ongoing concern has been and remains that the escrow account funds be used for the payment of properly documented and verifiable repair expenses related to RVI-caused damages, and that escrow funds not be diverted to general line rehabilitation required by the deteriorated condition of the line which predates

RVI's acquisition. While some have characterized RVI's efforts in this regard as "interference", a balanced and objective review of CCPA/CCPR's administration, accounting, competitive bidding and documentation of escrow fund expenditures, validates RVI's efforts to prevent inappropriate diversion of the escrow funds by CCPA/CCPR for general line rehabilitation.

Accordingly, RVI respectfully requests that the Board deny CCPA's request for a \$149,872 offset to the escrow refund, and direct that a refund of \$208,751 is due and fully payable by CCPA with interest to RVI forthwith.

Respectfully submitted,

VUONO & GRAY, LLC

By:

A handwritten signature in black ink, appearing to read "Richard R. Wilson", written over a horizontal line.

Richard R. Wilson
Attorney for Railroad Ventures, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I have this 19th day of January, 2006 served a copy of the Response of Railroad Ventures, Inc. to the CCPA/CCPR Claim for Reimbursement in the Amount of \$149,872 upon the following by First Class United States Mail, postage prepaid:

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